Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE

Council Chambers, 305 West Third Street
January 14, 2020
Regular Meeting - 11:00 AM to 12:15 PM

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of fifteen minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker cards will not be accepted after the beginning of the general public comment period. Based on the number of speaker cards submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to two minutes, but shorter time may be established as deemed necessary. A person not able to address the legislative body at this time because the fifteen minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager for administrative action or scheduled on a subsequent agenda for discussion.

C. CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the December 10, 2019 regular meeting as presented.

Contact: Michelle Ascencion, (805) 385-7805

D. REPORTS

1. Public Works Department

SUBJECT: Award Trade Services Agreement A-8129 to Quinn Company for Department-wide Maintenance of Generators and Heavy Equipment. (5/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that City Council approve and authorize the Mayor to execute a three (3) year Trade Services Agreement A-8129 with Quinn Company for the maintenance of department generators and heavy equipment, for an amount not to exceed $610,083.33.

Contact: Rosemarie Gaglione, (805) 385-8055

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

Agenda Item time estimates: (Staff Presentation / Committee Discussion / Public Comment)

2. Public Works Department

SUBJECT: Appropriate Funds for Oxnard Boulevard & Saviers Road Signal Improvements PW 19-97 (Project No. 173102). (10/5/5)

RECOMMENDATION: That the Public Works & Transportation Committee recommend City Council:
Approve a budget appropriation of $90,585 for the Oxnard Boulevard & Saviers Road Signal Improvements PW 19-97 (Project No. 173102). This amount includes $20,475 from the fund balance of the Circulation System Improvement Fees (Fund 354) and an increase in Highway Safety Improvement Program (HSIP) grant revenue (Fund 275) of $70,110.

Contact: Rosemarie Gaglione, (805) 385-8055

3. Public Works Department

SUBJECT: Dokken Engineering 8792-19-PW Traffic Signal Modifications Project No. 183114. (5/5/5)

RECOMMENDATION: That the Public Works & Transportation Committee recommend the City Council:
1. Approve a budget appropriation of $164,355 to Traffic Signal Modifications PW 19-98 (Project No. 183114). This amount includes $14,685 from the fund balance of the Circulation System Improvement Fees (Fund 354) and an increase in Highway Safety Improvement Program (HSIP) grant revenue (Fund 275) of $149,670.
2. Authorize the Mayor to execute Agreement No. 8792-19-PW in the amount of $224,833 with Dokken Engineering for the Traffic Signal Modifications project PW 19-98 (Project No. 183114).

Contact: Rosemarie Gaglione, (805) 385-8055

4. Public Works Department

SUBJECT: Appropriation of Funds for Wastewater Treatment Reliability Projects. (5/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council authorize an appropriation from the Wastewater Treatment Operating Fund 621 in the amount of $451,680 to fund agreement A-7815 with AECOM Technical Services Inc. for engineering design services for projects at the Oxnard Wastewater Treatment Plant.

Contact: Rosemarie Gaglione, (805) 385-8055

5. Public Works Department

SUBJECT: Award Solicitation PW 20-32 to Summit Air Conditioning, A-8197 for On-Call HVAC Maintenance and Repair Services (5/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend City Council approve and authorize the City Manager to execute Agreement No. A-8197 with Shawn Steinberg DBA Summit Air Conditioning in the amount not to exceed $200,000 for a three (3) year period for on-call Heating Ventilation and Air Conditioning (HVAC) maintenance and repair services.

Contact: Rosemarie Gaglione, (805) 385-8055

6. Public Works Department

SUBJECT: Award Professional Services Agreement A-8202 with Pavement Engineering Inc. for City's Pavement Management Systems Update. (5/5/5)

RECOMMENDATION: That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Professional Services Agreement A-8202 with Pavement Engineering Inc. (PEI) for a three year term, in an amount not to exceed $353,275, for the Pavement Management Systems (PMS) Update.

Contact: Rosemarie Gaglione, (805) 385-8055

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

M I N U T E S
OXNARD CITY COUNCIL
PUBLIC WORKS AND TRANSPORTATION COMMITTEE
Regular Meeting
December 10, 2019

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 11:01 a.m., Chair Perello called to order the regular meeting of the Oxnard City Council Public Works and Transportation Committee in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Members Tim Flynn, Bryan A. MacDonald, and Chair Bert E. Perello were present.

Staff members present were Alexander Nguyen, City Manager; Tara Mazzanti, Assistant City Attorney; Philip Schwieder, Streets Division Manager; Todd Vasquez-Housely, Environmental Resources Division Manager; Jan Hauser, Wastewater Division Manager; Rosemarie Gaglione, Public Works Director; Thien Ng, Assistant Public Works Director; Jeri Cooper, Special Districts Project Manager; Brian Yanez, Assistant Public Works Director; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None received.)

C. CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Public Works and Transportation Committee approve the minutes of the November 12, 2019 regular meeting as presented.

It was moved by Member Flynn, seconded by Member MacDonald, to approve the minutes as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

D. REPORTS

Public Works Department

1. SUBJECT: Award Contract A-8187 for On Call Sidewalk Grinding to BPR, Inc.
RECOMMENDATION: That the Public Works and Transportation Committee recommend that City Council award and authorize the Mayor to execute Agreement A-8187 in an amount not to exceed $800,000 with BPR, Inc., for a three-year, on-call sidewalk, and curb and gutter grinding services contract. The $500,000 portion of this project will be used in the Streets Division and $300,000 allocated to the Special Districts Division.

The Streets Division Manager gave a report. Discussion ensued among the Committee and staff.

It was moved by Member MacDonald, seconded by Member Flynn, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

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2. SUBJECT: Approval of Agreement No. 8819-19-PW with Anderson Refrigeration, Inc.
   RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute Agreement No. 8819-19-PW with Anderson Refrigeration, Inc., for a four (4) year term for an amount not to exceed $200,000, to extract and remove refrigerant from appliances collected at the Del Norte facility.

The Environmental Resources Division Manager gave a report. Discussion ensued among the Committee and staff.

It was moved by Member Flynn, seconded by Member MacDonald, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

3. SUBJECT: Award First Amendment for Agreement No. A-7937 with ProUsys, Inc.
   RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute a First Amendment to Agreement A-7937 with ProUsys, Inc. (ProUsys) for Supervisory Control and Data Acquisition (SCADA) Systems support services for the water, wastewater, and recycled water systems. This first amendment will increase the cost of services in the amount of $180,000 bringing the total contract amount to $780,000 and will extend the contract through June 30, 2020.

The Wastewater Division Manager gave a report. Discussion ensued among the Committee and staff.

It was moved by Member Flynn, seconded by Member MacDonald, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

4. SUBJECT: Award Blanket Purchase Order to Maneri Signs, Inc. for directional, wayfinding and traffic control signs.
   RECOMMENDATION: That the Public Works and Transportation Committee recommend that City Council award and authorize the Mayor to execute a blanket purchase order in an amount not to exceed $260,000 with Maneri Sign Co. for directional, wayfinding and traffic control signs.

The Streets Division Manager gave a report. Public comments were received from Pat Brown. Discussion ensued among the Committee and staff.

It was moved by Member Flynn, seconded by Member MacDonald, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

5. SUBJECT: Award Solicitation PW 20-12 for Supply of Chemicals Required for Water, Recycled Water and Wastewater Treatment.
   RECOMMENDATION: That the Public Works and Transportation Committee recommend that City Council approve and authorize the Mayor to execute the following:
   1. Purchase Orders to the following vendors for supply and delivery of chemicals to the City of Oxnard Wastewater Treatment Plant (OWTP), Headworks Facility, Advanced Water Purification Facility (AWPF), Water Campus and Water Blending Station No. 3,

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for a three (3) year period, at the following estimated costs:
a) Argo Chemicals, Inc. ($148,293.60)
b) King Lee Technologies ($352,796.28)
c) Miles Chemical Company ($115,649.46)
d) Northstar Chemical ($208,159.58)
e) PVS Technologies ($349,927.50); and
2. Award Change Orders to the following vendors with three (3) year adjusted estimated totals:
a) JCI Jones Chemicals, Inc. PO #7476 (increasing by $103,275.90 from $398,686.02 to $501,961.92)
b) Univar USA, Inc. PO # 7478 (increasing by $56,239.30 from $431,734.88 to $487,974.18); and
3. Authorize the Purchasing Manager to approve annual unit cost adjustments that remain within the Not To Exceed Limit of all Purchase Orders combined.

Assistant Public Works Director Ng gave a report. Discussion ensued among the Committee and staff.

It was moved by Member MacDonald, seconded by Member Flynn, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

6. SUBJECT: Agreement A-8191 for Tree Maintenance Services PW 20-22.
RECOMMENDATION: That the Public Works and Transportation Committee:
1. Recommend that City Council award and authorize the Mayor to execute Agreement No. 8191 with Brightview Tree Service, Inc. for a five (5) year term for an amount not to exceed $2,700,000, for tree maintenance services.
2. Authorize a Budget Appropriation in the amount of $180,000 from Special Districts: LMDs 23, 25, 33, 34, 40, 47, 52, 53, and CFD 2.

The Special Districts Project Manager gave a report. Discussion ensued among the Committee and staff.

It was moved by Member Flynn, seconded by Member MacDonald, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

7. SUBJECT: Award Three (3) Year Agreement A-8196 for Citywide On-Call Fencing Installation and Repair Services.
RECOMMENDATION: That the Public Works and Transportation Committee recommend the City Council award and authorize the Mayor to execute Agreement A-8196 with Quality Fence Co., Inc. in the amount of $300,000 for a three year on-call Fencing Installation and Repair Services contract, SD 19-50R.

The Special Districts Project Manager gave a report. Discussion ensued among the Committee and staff.

It was moved by Member MacDonald, seconded by Member Flynn, to approve the recommended action as presented. VOTE: Flynn, MacDonald, and Perello voted in favor; the motion carried 3-0.

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E. ITEMS FOR FUTURE AGENDAS

Member MacDonald requested that staff contact the County Watershed Protection District regarding people storing items in the drainage canal along Ventura Road, and commented that there is trash and overgrowth in the oleanders along Wooley Road.

Member Flynn commented on trash dumping and shopping carts at various places in the city. The City Manager encouraged use of the Oxnard 3-1-1 citizen reporting app to assist staff with tracking dumping complaints.

Chair Perello requested an update on diverting truck routes from Oxnard Boulevard, commented on dumping throughout the city, and commented on the importance of not selecting vendors that don't meet minimum qualifications for projects.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair Perello adjourned the meeting at 11:55 a.m.

MICHELLE ASCENCION, CMC City Clerk	BERT E. PERELLO Chair

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CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.1.

DATE: January 14, 2020

TO: Public Works and Transportation Committee

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Award Trade Services Agreement A-8129 to Quinn Company for Department-wide Maintenance of Generators and Heavy Equipment. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that City Council approve and authorize the Mayor to execute a three (3) year Trade Services Agreement A-8129 with Quinn Company for the maintenance of department generators and heavy equipment, for an amount not to exceed $610,083.33.

BACKGROUND

The Environmental Resources (ER), Facilities, Water and Wastewater (WW) divisions operate the following equipment for the daily operations:

- Skid steers
- Generators
- Hoist
- Forklifts
- Wheel loaders

DISCUSSION

Between 2016 and 2019, Sourcewell, a nationwide cooperative, conducted competitive solicitations for the equipment used by the department's four divisions. Sourcewell selected the most responsive bidders based on their ability to meet the service criteria in the solicitations. The results were three (3) national cooperative agreements that include maintenance, repair and rental services. One brand, Multiquip/Isuzu generators, is a single source that can only be serviced by the Vendor in Ventura County. Pricing is based on a published price list, discounted for public agencies to remain competitive.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Funding for Agreement A-8129 will be allocated as follows:

Division	Account	FY 19/20 (5 mo.)	FY 20/21	FY 21/22	FY 22/23 (7 mo.)	Total (3 YRS)
Water	601-6010-842.82-09	$20,833.33	$50,000	$50,000	$29,166.67	$150,000
Wastewater	621-6205-842.82-09	$20,833.33	$50,000	$50,000	$29,166.67	$150,000
ER	631-6313-843.81-21	$10,416.67	$25,000	$25,000	$14,583.33	$294,583.33
	631-6301-842.82-09	$20,833.33	$50,000	$50,000	$29,166.67	
	631-6313-846.83-21	$5,000	$25,000	$25,000	$14,583.33	
Facilities	735-7401-852.82-09	$3,500	$4,000	$4,000	$4,000	$15,500
	TTL/FY	**$81,416.66**	**$204,000**	**$204,000**	**$120,666.67**	**$610,083.33**

There is sufficient Fiscal Year 2019/20 budget available in the Water Operating (Fund 601), Wastewater Treatment Operating (Fund 621), Solid Waste Operating (Fund 631), and Facilities Maintenance (Fund 735) funds to cover the amounts indicated in the table above. For Fiscal Years 20/21, 21/22 and 22/23, funding will be included in the operations budget for respective divisions.

Prepared by: Todd Housley, Environmental Resources Division Manager

ATTACHMENTS

1. Trade Services Agreement A-8129 (CA Sig)
2. Table 1 - Department Equipment Inventory
3. Quinn Co. Caterpillar Authorized Reseller Letter
4. Mitsubishi FL Sourcewell Contract 101816
5. Sourcewell Caterpillar Wheel Loader_Skid Steer Contract #032119-CAT
6. Sourcewell Caterpillar Generator Contract #120617-CAT
7. QPS Preventative Maintenance Schedule (MQ_Isuzu)
8. Quinn Company Agreement A-8129 PowerPoint

Agreement No. **A-8129**

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: _____, 2020

(2) Vendor: Quinn Company

(3) Services: Preventative Maintenance Checks and Services (PMCS) and unexpected repair services for Caterpillar and other brand name equipment authorized by manufacturers for Quinn to service.

(4) Schedule of Services: On-Call/As Needed

(5) Agreement Ending Date: 2/28/2023 (w/ 2 one-year options to extend)

(6) Total Agreement Amount: $610, 083.33

(7) City's Project Managers: Brian Yanez, Thien Ng

(8) Vendor's Project Manager: Bill Craft

(9) Insurance Coverage: INS-I

(10) What wages are required for this Project?

- ■ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
- ☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
- ☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
- ☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:

801 Del Norte Blvd.
Oxnard, CA 93030
Attn: Bill Craft, Branch Manager

FOR CITY:

305 W. Third St. Third Floor
Oxnard, CA 93030
Attn: Burris DeBenning, Management Analyst II

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:
Bill Craft, Branch Manager
bcraft@quinncompany.com

CITY'S PROJECT MANAGERS:
(1) Brian Yanez, Assistant Public Works Director
brian.yanez@oxnard.org
(2) Thien Ng, Assistant Public Works Director
Thien.ng@oxnard.org

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- ■ Exhibit A - Scope of Services
- ■ Exhibit B - Rates and Costs
- ☐ Schedule of Services Exhibit
- ■ Exhibit C - Living Wage Policy
- ☐ Prevailing Wages Exhibit
- ■ Exhibit D - Insurance (INS-I)

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

a. To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said

Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. The parties acknowledge that Confidential Information is valuable and

unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

a. If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $15.67 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2019, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1967 + 100,

comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

Agreement No. **A-8129**

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

Tim Flynn, Mayor[1] Date
Alexander Nguyen, City Manager
Lisa Boerner, Purchasing Manager
[name] , Buyer

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) 12-16-19 Date

QUINN COMPANY

Spencer Quinn, Vice President[2] Date

Michelle Locke, CFO Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

Agreement No. **A-8129**

EXHIBIT A - SCOPE OF SERVICES

I. OVERVIEW/GENERAL REQUIREMENTS

The City of Oxnard Public Works Department (City) owns forklifts, generators and heavy equipment in its Environmental Resources, Facilities, Water and Wastewater Divisions (see Table 1 attached hereto and incorporated herein for reference) that have been serviced by Quinn Company (Vendor) for many years. Quinn Company is the authorized distributor for the following brands: Caterpillar, Multiquip (MQ)-Isuzu, Mitsubishi and Olympian. Annually, this equipment requires Preventative Maintenance Checks and Services (PMCS) and unscheduled service and repairs to maintain regular operations. The purpose of this Agreement is to provide multi-year coverage, on an On-Call basis, for maintenance and services to existing equipment and new or used equipment that may be added to Table 1 (Inventory) during the course of the Agreement. PMCS for new equipment shall commence the day after the manufacturer's guarantee/warranty expires.[3] In addition to maintenance, repairs and services, the Agreement will also include rental provisions and rates for equipment that may experience "down time," and will need service either on or off City premises, the latter being the Quinn Company facility, and as-needed parts and supplies.

Before each unplanned maintenance or service, not listed in Exhibit B (Costs and Rates) with a pre-determined price, Vendor shall provide the City with a service proposal. No unplanned services shall be permitted without the City's authorization of any proposal, and the City reserves the right to reject or negotiate any service proposal. It is incumbent upon the Vendor to offer the City hourly rates and supply prices that are fair, reasonable and best value. All proposals shall have costs divided into line items for estimates, labor and parts. Lump sum amounts are not acceptable. Removal and Repair (R & R) services must be approved by the City before the Vendor can issue the City an invoice. PMCS will not require proposals but will need to coordinate visits to City sites with division contacts listed below.

Unexpected maintenance and repairs shall be quoted on an as-needed basis but shall also be subject to the discount provisions of the relevant cooperative contracts referenced herein. Surprise equipment failure is an example of an unexpected repair. The Vendor will troubleshoot the cause and charge this on an hourly basis. When the cause has been determined, the Vendor will submit to the City a quotation for the required services.

For generators, Quinn Power Systems (division of Quinn Company) will provide on-call emergency service twenty-four (24) hours per day, seven (7) days per week, with a response of four (4) hours or less.

For immediate/urgent and direct access to City Points of Contact (POC) listed below in each division, Vendor may request City personnel business (non-personal) mobile phone numbers from POC's.

For regular or emergency service during normal working hours (7:30 AM to 4:00 PM, M – F), contact the following Vendor personnel/divisions:

- Customer Service – (800) 789-9774
- Quinn Power Systems (generators) Sales/Service Representative (Michael Murphy) – (562) 463-4753
- Quinn/Mitsubishi Caterpillar/Isuzu Lift (forklifts) Sales/Service Representative (Mike Reinhart) –(805) 207-4313
- Quinn Machine (heavy equipment/loaders/steers) Sales/Service Representative (Cliff McLaughlin) – (805) 485-2171
- Service Supervisor (Clifford Yamada) – (805) 278-8731
- Service Coordinator (Fernando Gonzales) – (805) 278-8724
- Quinn Rentals – (805) 604-0200
- After hours, weekends and holidays – (805) 485-2171

[3] Orders for new (bought outright, financed or leased) equipment will be processed in separate agreements or purchase orders. This agreement is for **maintenance and rental** only. New equipment can be added to this agreement once the warranties have expired. To buy equipment, contact Allen Abramovitch at (805) 278-8706.

II. SCOPE OF SERVICES

Environmental Resources Division (ER)
As needed PMCS, maintenance, repairs, parts and supplies and equipment rental for ER equipment listed in Table 1, located at the Del Norte Regional Recycling and Transfer Station (Del Norte), 111 S. Del Norte Blvd. Oxnard, CA 93030. PMCS rates are listed in Exhibit B – Rates and Costs, which is attached hereto and incorporated herein by reference. All orders/site visits shall be coordinated with the Materials Resources Facility (MRF) Manager, James Torrez, at (805) 200-2215 or james.torrez@oxnard.org.

See Attachments A and B for specific tasks performed for Forklift PMCS.

Facilities Division (Facilities)
As needed PMCS, maintenance, repairs, parts and supplies and equipment rental for Facilities generator listed in Table 1, located at the following City addresses:

City of Oxnard Service Center
214 S. C St.
Oxnard, CA 93030

PMCS for the one(1) generator will be Quinn Power Systems PM Level 2 (Annual Service-Major w/ Multi Point Inspection)[4] that includes:

PM Level 1 (Multi Point Inspection) –

- One (1) visit per year
- Comprehensive detailed inspection of units
- Check/Adjust all fluid levels and pressures for correct operation
- Check and inspect air cleaner restriction gauge and air filter element
- Check primary source fuel tank for water with water finding paste
- Check Day Tank, Fuel Tank, Fuel line fittings for leaks
- Check cooling system hoses, caps, clamps for brittleness, leaks, cracks and weakness
- Check battery voltages, charging rates, fluids and specific gravities/ICV's
- Engine cranking batteries will be tested under start up load for voltage drop
- Block Heater elements and inlet/outlet t-stats are checked for proper output and operation
- Engine Fan Drive and belts are inspected and adjusted for proper tension and condition
- Check Turbo Charger rotation/end play, if so equipped
- Check generator brushes for proper tension/setting as equipped
- Check and document Control Panel instruments for proper operation and values
- Grease bearings, fan shafts, linkages and equipment fittings as required
- Hot oil sample taken and submitted for analysis
- Test safety alarms and contacts
- Run unit under load for up to 15 minutes when authorized by City
- Submit report to City

PLUS the following add-on:

- Change crankcase oil, oil filter(s), fuel filter(s), water separator(s) as equpped
- Optional air filter (charged separately; Vendor will propose price if needed)

PMCS rates are in Exhibit B (Rates and Costs), which is attached hereto and incorporated herein by reference. All orders/site visits shall be coordinated with the Senior Facilities Maintenance Worker, David Hart, at (805) 200-2010 or david.hart@oxnard.org.

[4] Quinn's PM Level 1 Multi Point Inspection plus the Level 2 add-on.

Water Division (Water)
As needed PMCS, maintenance, repairs, parts and supplies and equipment rental for the City of Oxnard Water Treatment Campus (Water) equipment listed in Table 1, located at 251 S. Hayes St. Oxnard, CA 93030. PMCS for the generators will be Quinn Power Systems PM Level 2 (Annual Service-Major w/ Multi Point Inspection)[5] PMCS rates are in Exhibit B (Rates and Costs), which is attached hereto and incorporated herein by reference. All orders/site visits shall be coordinated with Water Chief Operator, Daniel Sanchez, at (805) 385-8377 or daniel.sanchez@oxnard.org, or, Water Distribution Operator II, Joe Camacho, at (805) 385-8377 or joe.camacho@oxnard.org.

Wastewater Division (OWTP)
As needed PMCS, maintenance, repairs, parts and supplies and equipment rental for the City of Oxnard Wastewater Treatment Plant (OWTP) equipment listed in Table 1, located at 6001 Perkins Rd. Oxnard, CA 93033, and various lift stations located throughout the City. PMCS for the four (4) generators will be Quinn Power Systems PM Level 2 (Annual Service-Major w/ Multi Point Inspection)[6] PMCS rates are in Exhibit B – Rates and Costs, which is attached hereto and incorporated herein by reference. All orders/site visits shall be coordinated with the Wastewater Infrastructure Manager, Jeffrey Miller at (805) 797-7604 or jeff.s.miller@oxnard.org, the Wastewater Maintenance Manager, Jeffrey Palacio at (805) 391-0793 or jeff.palacio@oxnard.org, or the Wastewater Operations Manager, Roberto Fuentes at (805) 797-7013 or roberto.fuentes@oxnard.org.

EQUIPMENT RENTAL

As needed, the City may require equipment rental of Wheel Loaders, Skid Steers, Forklifts, Generators, Engines and other related or ancilliary equipment. For non-urgent, normal business hours, products will be ready for City pick-up or delivery to City location within four (4) hours of City order. Time is of the essence for emergency, late hours and/or weekend and holiday call-outs. Call-out minimum is four (4) hours. See Exhibit B – Rates and Costs for forklift rental charges.[7]

[5] Explained above in Facilities scope and footnote 3.
[6] Explained above in Facilities scope and footnote 3.
[7] Rental charges are per the Sourcewell Cooperative Purchasing Contracts and terms referenced below.

Agreement No. **A-8129**

EXHIBIT B - RATES AND COSTS

Vendor shall provide all PMCS services according the the prices below for the duration of the three (3) year Agreement. Rate changes must be authorized by the City and mutually agreed upon by an amendment to the Agreement.

Some Time and Material and other Per Hour rates for repairs are listed below. These may only be preliminary costs in order to determine what repairs are needed. For unexpected equipment failures, actual repair prices will vary depending on equipment and requirements. All unexpected repair orders will be quoted by the Vendor on an individual task basis and approved by City staff before repairs commence.

DIVISION

Environmental Resources

1) Cooperative Purchasing Contracts (Sourcewell)

Pricing levels for Caterpillar Skid Steers and Wheel Loaders have been established through a competitive solicitation process (Request for Bid) conducted by Sourcewell (cooperative procurement organization), under Contract # 032119-CAT (exp. 05/13/2023), and for Forklifts under Contract # 101816-MCF (exp. 12/15/2020). [8]

Contract 032119-CAT (Skid Steers and Wheel Loaders) guarantees that pricing will be at a discount off current suggested retail prices (SRP). Discounts are set by local dealerships/distributors. Per Sourcewell pricing terms for Contract 101816-MCF (Forklifts), local dealerships/distributors must discount prices but these will be customized for the participating agency based on product mix, volume discounts and market prices.

2) Rates

a. Skid Steers and Wheel Loaders

MAKE	MODEL	TYPE	QUANTITY	LEVEL	RATE
Caterpillar	950K	Wheel loader	2	250 HR SVC	$516.00
				500 HR SVC	$1,201.00
				750 HR SVC	$516.00
				1,000 HR SVC	$1,644.00
				1,250 HR SVC	$516.00
				1,500 HR SVC	$1,201.00
				1,750 HR SVC	$516.00
				2,000 HR SVC	$2,838.00
Caterpillar	950G	Wheel loader	2	250 HR SVC	$533.00
				500 HR SVC	$1,230.00
				750 HR SVC	$533.00
				1,000 HR SVC	$1,614.00
				1,250 HR SVC	$533.00
				1,500 HR SVC	$1,220.00
				1,750 HR SVC	$533.00
				2,000 HR SVC	$2,599.00

[8] For complete explanations of pricing and terms, visit Sourcewell web pages www.sourcewell-mn.gov/cooperative-purchasing/032119-cat#tab-pricing OR www.sourcewell-mn.gov/cooperative-purchasing/101816-cat#tab-pricing.

Caterpillar	914G	Wheel loader	1	250 HR SVC	$420.00
				500 HR SVC	$905.00
				750 HR SVC	$420.00
				1,000 HR SVC	$1,506.00
				1,250 HR SVC	$420.00
				1,500 HR SVC	$905.00
				1,750 HR SVC	$420.00
				2,000 HR SVC	$2,069.00
MAKE	**MODEL**	**TYPE**	**QUANTITY**	**LEVEL**	**RATE**
Caterpillar	262D	Skid Steer	2	250 HR SVC	$368.00
				500 HR SVC	$620.00
				750 HR SVC	$368.00
				1,000 HR SVC	$1,193.00
				1,250 HR SVC	$368.00
				1,500 HR SVC	$620.00
				1,750 HR SVC	$368.00
				2,000 HR SVC	$1,432.00

Travel time and mileage are additional. CAB, A/C and/or air filters are additional but changed only when needed. Two-thousand (2,000) Hour Service includes a machine condition report. Rates include Caterpillar oil and filters, oil samples, waste oil and filter disposal. Additional hard parts and machine work, if necessary, are not included in the rates. All cores are subject to inspection. Rates do not include Oxnard sales tax, if applicable.

b. Forklifts

MAKE	MODEL	TYPE	QUANTITY	OPTION 1 4X/YR	OPTION 2 Annual	OPTION 3 3X/YR, Annual
Caterpillar	2P5000	Forklift	2	$250.00	$1,795.00	$2,545.00
Caterpillar	V40D	Forklift	1	$250.00	$1,795.00	$2,545.00
Mitsubishi	FG25N5	Forklift	1	$250.00	$1,795.00	$2,545.00

Forklift PMCS have the following flexible options:

OPTION ONE (1): Forklift PMCS will occur four (4) times per year at $250.00 each ($1,000 total) visit per lift. Service includes parts and labor. See Attachment A for Option 1 services.

OPTION TWO (2): Forklift PMCS will occur annually at $1,795.00 per lift. See Attachment B for Option 2 services.

OPTION THREE (3): Forklift PMCS is three (3) Option One visits plus an Annual Service at $2,545.00 per lift ($250 x 3 + $1,795.00).

Quinn Lift offers 24/7 service. Call outs after 5PM or on weekends will be at a four (4) hour minimum at the overtime rate of $180.00 per hour.

Facilities

Quinn Power Systems PM Level 2 – Annual Service on Caterpillar generators listed below includes the following parts replacement: engine oil, oil filter(s) and fuel filter(s). Additional air filters are an additional cost.

MAKE	MODEL	QTY.	SVC. NAME	FREQUENCY	LABOR/Per	EST. PARTS/Per	TOTAL
Caterpillar	C9	1	PM Level 2	Annual	$495.00	$382.00	**$1,754.00**

Water

Quinn Power Systems PM Level 2 – Annual Service on Caterpillar generators listed below includes the following parts replacement: engine oil, oil filter(s), fuel filter(s), water separator filter(s) and air filter(s) as equipped.

MAKE	MODEL	QTY.	SVC. NAME	FREQUENCY	LABOR/Per	EST. PARTS/Per	TOTAL
Caterpillar	3508	2	PM Level 2	Annual	$875.00	$1,441.00	$4,632.00
Caterpillar	3516	1	PM Level 2	Annual	$1,188.00	$3,151.00	$4,339.00
						NET TOTAL	**$8,971.00**

Wastewater

Quinn Power Systems PM Level 2 – Annual Service on Caterpillar generators listed below includes the following parts replacement: engine oil, oil filter(s), fuel filter(s), water separator filter(s) and air filter(s) as equipped. Pricing for Multiquip (MQ) generators is pursuant to published competitive discount pricing offered to public agencies. Pricing for Caterpillar and Olympian generators is pursuant to Caterpillar, Inc. Sourcewell Cooperative Contract #120617-CAT (exp. 1/29/2022)[9]

MAKE	MODEL	QTY.	SVC. NAME	FREQUENCY	LABOR/Per	EST. PARTS/Per	TOTAL
Caterpillar	3208	2	PM Level 2	Annual	$532.00	$261.00	$1,586.00
Caterpillar	3512	1	PM Level 2	Annual	$1,066.00	$1,928.00	$2,954.00
Caterpillar	C15	1	PM Level 2	Annual	$594.00	$742.00	$1,336.00
Caterpillar	G398	2	PM Level 2	Annual	$1,075.00	$1,751.00	$5,652.00
MQ/Isuzu	BR-4HK1X	3	PM Level 2	Annual	$532.00	$312.00	$2,532.00
Olympian	820P1S	1	PM Level 2	Annual	$532.00	$144.00	$676.00
						NET TOTAL	**$14,736.00**

EQUIPMENT RENTAL

Rental pricing for Caterpillar equipment (except forklifts and generators), regardless of time unit (hour, day, week, etc.), is pursuant to Sourcewell Cooperative Contract #032119-CAT. [10] Pricing for Caterpillar forklifts is pursuant to Sourcewell Cooperative Contract # 101816-MCF. Pricing for Multiquip (MQ) generator rental is pursuant to published competitive discount pricing offered to public agencies. Pricing for Caterpillar and Olympian equipment rental is pursuant to Sourcewell Cooperative Contract #120617-CAT.

Forklift rental is $75.00 per day, plus transport charges.

[9] Overall pricing from published list price is discounted from 10 – 40%, with an average of 27%.

[10] Discounts off MSRP vary from 3-30%, depending on availability and product category. Rental prices are guaranteed to be less than those offered to non-members/private sector.

Agreement No. **A-8129**

EXHIBIT C - LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

   (a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

   (b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

   (c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

   (d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Agreement No. **A-8129**

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $15.67 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

Agreement No. **A-8129**

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2019

1. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$16.19 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2019, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Long Beach, Anaheim County area relating to all urban consumers (CPI-U) from April 2018 to April 2019. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

Agreement No. **A-8129**

EXHIBIT D - INSURANCE
Exhibit INS-I

INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)

1. Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Vendor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-I. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

3.

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

4. Vendor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

5. Vendor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-I or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

6. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages **(this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Exhibit INS-I

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-I.doc

Exhibit INS-I

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE	$1,000,000
					PRODUCTS COMP/OP AGG.	$1,000,000
					PERSONAL & ADV. INJURY	$1,000,000
					EACH OCCURRENCE	$1,000,000
					FIRE DAMAGE (Any one fire)	$
					MED. EXPENSE (Any one person)	$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT	$1,000,000
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	$
					AGGREGATE	$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	$1,000,000
					DISEASE-POLICY LIMIT	$1,000,000
					DISEASE-EACH EMPLOYEE	$1,000,000
A	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

Exhibit INS-I

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: _____
Address: _____
Telephone: ( ) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
Telephone: ( ) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

PW Department Quinn
Equipment Inventory

ITEM #D-1

DIVISION	MAKE	MODEL	TYPE	QTY	SPECIFICATIONS	SN#	LOCATION	NOTES
Environmental Resources	Caterpillar	950K	Wheel Loader	1		R4A02474	111 S. Del Norte Blvd., Oxnard, CA 93030	
	Caterpillar	950K	Wheel Loader	1		R4A02489		
	Caterpillar	950G	Wheel Loader	1		3JW01124		
	Caterpillar	950G	Wheel Loader	1		3JW02874		
	Caterpillar	914G	Wheel Loader	1		9WM02566		
	Caterpillar	262D	Skid Steer	1		0262KDTB01222		
	Caterpillar	262D	Skid Steer	1		0262KDTB01219		
	Caterpillar	2P5000	Forklift	1		AT3540411		
	Caterpillar	2P5000	Forklift	1		AT3540412		
	Mitsubishi	FG25N5	Forklift	1		AF17E02796		
			TOTAL	10				
Parks/Facilities	Caterpillar	LC5	Generator	1	Engine Model - C9 Rated Kilowatts - 250 Rated Phase - Three Generator Rated Voltage - 480 KVA - 325 Amps - 301	S9L00986	Service Center - 214 S. C St., Oxnard, CA 93030	see above
			TOTAL	1				
Wastewater	Caterpillar	3512B	Diesel Generator	1	1500KW, 2172 hp		6001 Perkins Rd., Oxnard, CA 93033 & Citywide lift stations	
	Caterpillar	C15	Diesel Generator	1	400KW, 636 hp			
	Caterpillar	3208	Diesel Generator	1	175KW, 263 hp			
	Caterpillar	3208	Diesel Generator	1	150KW, 269 hp			
	Caterpillar	40VD	Forklift	1	Propane Operated			Year: 1991
	Caterpillar	G393	Engines	1	Natural Gas			
			TOTAL	6				
Water	Caterpillar	3508	North Generator	1	750KW, Fuel Tanl Cap.: 3,000 (fill to 80%), shared w/ Gen. #2	23Z05549	251 S. Hayes Ave., BS#1 North Generator Bldg., Oxnard, CA 93030	
	Caterpillar	3508	North Generator	1	750KW, Fuel Tanl Cap.: 3,000 (fill to 80%), shared w/ Gen. #1	23z04422	251 S. Hayes Ave., BS#1 North Generator Bldg., Oxnard, CA 93030	
	Caterpillar	3516C	South Generator	1	2,000KW, Fuel Tank Cap.: 4,000 (fill to 80%)	SBJ00218	251 S. Hayes Ave., DS#1 South Generator Bldg., Oxnard, CA 93030	
			TOTAL	3				

Quinn Company

Post Office Box 226789
Los Angeles, California 90022-0489
562.463.4000 tel

August 23, 2018

City of Oxnard – Del Norte Recycling
111 S. Del Norte Blvd
Oxnard, CA 93033

To whom it may Concern,

This letter is to confirm that Quinn Company is the only Caterpillar authorized provider of service and parts within Ventura & Santa Barbara Counties.

If you need any additional information please feel free to contact us.

Respectfully,

Bill Craft
Store Manager

Email: Steven.Rogers@MCFA.com Phone: 713-365-1785

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: Mitsubishi Caterpillar Forklift America

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
Section 3.F. – 3.3.5/pg. 10	**Warranty:** The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty.	**Warranty:** The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered ~~by the industry standard or better~~ in accordance with Proposer's Warranty Certificate submitted and incorporated as part of Vendor's proposal.	Accepted.
Section 3.F. – 3.3.6/pg. 10	**Additional Warrants:** In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.	**Additional Warrants:** ~~In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.~~	Accepted.
Section 5.L. – 5.51/pg. 17	Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member.	Delivered products must be properly packaged. Except as provided for herein, damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within ~~a reasonable time~~ five (5) business days of NJPA's or NJPA Member's determination of any damage at no cost to NJPA or NJPA Member; provided that, Vendor is unable to timely repair or replace the damaged product.	Accepted.
Section 5.L. – 5.54/pg. 18	Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.	**5.54** Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition~~.~~; provided that, the NJPA Member has timely inspected and notified Proposer ~~must arrange for the return shipment of the damaged products~~ in accordance with Section 5.51 of any defects or inoperable conditions.	Accepted.
Section 6.H. – 6.27/pg. 23	Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA's Members.	…must not be less favorable to NJPA's Members. Notwithstanding the foregoing, in no event will Vendor be obligated to accept and fulfill a purchase order for the submitting NJPA Member that materially deviates from the terms and conditions set forth in this Contract.	See below.

LEGAL Initials 12/9/16 Date

Section 7.A. Post-Award Operating Issues – 7.5/pg. 25	**Performance Bond**: Each Member has the final decision on purchase order continuation.	Each Member has the final decision on purchase order continuation with respect to a lack of a required performance bond.	Accepted.
Section 7.H. Contract Termination for Cause and Without Cause – 7.13/pg. 26	NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.	NJPA reserves the right to cancel all or any part of this Contract for cause if the Vendor ~~fails~~ materially breaches this Contract for failing to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a ~~reasonable opportunity~~ minimum of fourteen (14) days ("Cure Period") to cure the material breach. The following are some examples of material breaches.	Accepted with a 10 business day cure period.
Section 7.H. Contract Termination for Cause and Without Cause – 7.14/pg. 27	Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately.	Upon receipt of the written notice of the material breach, the Vendor will have ten (10) business days to ~~provide a satisfactory response to NJPA~~ respond to the notice of breach with Vendor's proposed remediation or course of action. If the Vendor fails to reasonably address all issues in the written notice within the Cure Period, NJPA may terminate the Contract immediately.	Accepted.
Section 7.H. – 7.19 (**new section**)	N/A	**7.19** Notwithstanding anything to the contrary herein, in no event will termination of this Contract by NJPA or the applicable NJPA Member negatively affect, diminish or modify any in-progress or existing purchase orders of Vendor solely as it relates to customized or non-standard Products.	Accepted.
Section 8.B. General Terms and Conditions – Applicable Law – 8.11 (**new section**)	N/A	**No Liability for Consequential or Indirect Damages: NEITHER PARTY, NOR ITS REPRESENTATIVES, WILL BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, LOST PROFITS OR REVENUES, ARISING OUT OF RELATING TO ANY BREACH UNDER THIS CONTRACT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY THE AFFECTED PARTY OR COULD HAVE BEEN REASONABLY FORESEEN BY THE NON-AFFECTED PARTY REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.**	Accepted.
Section 8.C. General Terms and Conditions – Assignment of Contract – 8.11/pg. 28	No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA.	No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA which shall not be unreasonably withheld, delayed or conditioned.	Accepted.
Section 8.C. General Terms and Conditions –Assignment of	NJPA reserves the right to reject the acquiring entity as a Vendor.	NJPA reserves the right to reject the acquiring entity as a Vendor if such acquiring entity fails to meet NJPA's creditworthiness standards.	Rejected.

6.27: Neither NJPA, NJPA Members or Vendor may propose terms which materially deviate from the terms and conditions of the Contract.

LEGAL Initials 12/9/14 Date

Contract Award
RFP #101816

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

FORKLIFTS, LIFT TRUCKS, AND RELATED MATERIAL HANDLING EQUIPMENT, ATTACHMENTS, ACCESSORIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for FORKLIFTS, LIFT TRUCKS, AND RELATED MATERIAL HANDLING EQUIPMENT, ATTACHMENTS, ACCESSORIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Mitsubishi Caterpillar Forklift Date: 10-31-2016

Company Address: 2121 West Sam Houston Parkway North

City: Houston State: TX Zip: 77043

Contact Person: James Gully Title: General Manager

Authorized Signature: James Gully
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 101816-MCF

Proposer's full legal name: Mitsubishi Caterpillar America Forklift Inc. (MCFA)

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be December 15, 2016 and will expire on December 15, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on December 15, 2016

NJPA Contract # 101816-MCF

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Mitsubishi Caterpillar Forklift America Inc.

Authorized Signatory's Title Director of Sales

VENDOR AUTHORIZED SIGNATURE

John Sveddan
(NAME PRINTED OR TYPED)

Executed on 14th Dec, 2016

NJPA Contract # 101816-MCF

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Mitsubishi Caterpillar Forklifts America

Address: 2121 West Sam Houston Parkway North

City/State/Zip: Houston, TX 77043

Telephone Number: 713-365-1000

E-mail Address:

Authorized Signature:

Authorized Name (printed): James Gully

Title: General Manager

Date: 10-31-2016

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Mitsubishi Caterillar Forklift America (MCFA)

Questionnaire completed by: Steven Rogers and Victor Salcedo

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)? Net 30 days
2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.

   Yes, through our financing partner DLL Commercial Finance. They will conduct a financial assessment and, based on the results, will provide appropriate financing options.
3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

   Your assigned Dealer and Dealer Representative (Dealer Rep) will work with the local NJPA customer to conduct an application survey to determine the proper material handling equipment for the facility. Your Dealer Rep will prepare a quote for NJPA's customer utilizing our CRM system, which is used to manage all of our quoting and quote-to-order activity. All quotes accepted by the customer will electronically convert from our CRM system into our Manufacturing ERP system as initiated by your Dealer Rep. This step will include final verification of all specs within the quote with prior to placing the order on the factory. NJPA's customer will also have an assigned MCFA Account Coordinator (AC) who will ascertain the factory order acknowledgement and associated Committed Ship Date (CSD) from our factory and communicate this information back to you and the Dealer rep as well.
4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

   Because the equipment will be purchased through our MCFA dealers, we will defer this question to our independent dealers. Each dealer has various financing options, but these options vary.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?

Warranty statements are avialble online at www.mcfadealers.com and also attached to this file. MCFA will reimburse the servicing dealer for reasonable labor performed in fulfilling MCFA warranty obligations during the period specified in the warranty statement. New lift trucks purchased by the user are covered by MCFA warranty.

The warranty period is a single total period, and the warranty commitment is fulfilled by making repairs or replacements within that period. The standard lift truck warranty period for new MCFA product is outlined in the appropriate warranty statement for each model or brand. The warranty period starts with the warranty start date as indicated on the delivery report. MCFA warrants that each new lift truck sold by MCFA shall be free from defects in material and workmanship.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

Complete warranty statement attached. In general this warranty requires proper and timely maintenance and periodic inspections of the lift truck as indicated in the operators's manual furnished with the lift truck.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

Yes, 1.5 hour travel time for U.S. and Canadian customers.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs?

MCFA has dealers and certified technicians throughout North America. In very remote locations, there may be local arrangments regarding partnership with another dealer, etc. MCFA can be contacted for more clarification on a case-by-case basis.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

MCFA is the manufacturer.

6) Describe any service contract options for the items included in your proposal.

There are various service contracts available from our MCFA dealers. Because rates vary by region, it would be best for the NJPA member to contact their local MCFA dealer for more details.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

MCFA can nationally and globally offer NJPA the broadest line of material handling equipment across all five ITA classes of product under the Cat lift truck, Mitsubishi forklift and Jungheinrich brands of equipment. In addition to traditional forklift equipment, we also manufacturer and globally provide multiple types of automated guided vehicles for a wide array of applications within manufacturing and distribution operations.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Pricing addendum attached.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Pricing addendum attached.

10) The pricing offered in this proposal is

_____a. the same as the Proposer typically offers to an individual municipality, university, or school district.

_____b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

___X___c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

High volume discounts (10+ units) may be available as a joint offer between MCFA and our MCFA dealer. Because the price range of our products vary so greatly, we will discuss each opportunity with our MCFA dealer on a case-by-case basis.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

MCFA can offer Custom Shop Modification (CSM) options on most of our products. Because the range of custom options are so many, and because some customers have very specific requirements, we handle such requests on a case-by-case basis through our MCFA dealers. Our dealer will submit a request to confim that the item can be installed on the truck without issue. After that, a quote will be generated based on the amount of engineering, labor, materials, and other factors needed to cover such costs plus a small business markup of the item(s) being quoted.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Factory freight, local transportation, and dealer preparation are not included in these costs, as these costs vary by distance, regional labor costs, etc. Please

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

A MCFA flat rate pricing matrix is included for your review.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

MCFA uses a flat rate matrix based on region and forklift capacity.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

(None)

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

MCFA will be monitoring sales to NJPA members via a regular internal audit process. Dealers will utilize a code that will enable them to sell the unit with special discounting to the NJPA member. On a monthly basis MCFA will conduct the audit within our system to identify these sales. The revenue of these sales will be provided to NJPA per the contract (quarterly basis), and paid in a timely manner according to the contract terms.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

1.5% of equipment unit sales revenue (excluding freight, taxes, or other non-revenue fees) of the first 50 units sold through the program. After 50 units, we will increase the amount to 2% of equipment units sales revenue (excluding

freight, taxes, and other non-revenue fees). This graduated percentage is an incentive for all parties to promote and make the program a success ahead of the next term contract opportunity.

Industry-Specific Questions

19) What is your US market share for the solutions you are proposing in this response? What is your Canadian market share, if any?
MCFA's market share is 12% to 15% in North America including Canada.

20) What is the average operating cost per hour of an electric truck operating inside a warehouse?

Average cost is $1.10 per hour

21) What is the average operating cost per hour of an engine-powered truck operating in an outside yard setting?

Average cost id $1.75 per hour

22) Do you provide preventive, periodic or full maintenance plans/programs for the solutions you are proposing in this response? If so, provide a recommended service & maintenance agreement for a periodic/preventive and/or full maintenance plan. What are recommended service intervals?

Maintenance services available include: Time and Material, Planned Maintenance Basic (flat rate labor only), Planned Maintenance Comprehensive (one amount to include labor, materials and environmental fees), Full Maintenance (all planned and un-planned maintenance less avoidable damage, tires, forks and seats), Complete Maintenance (all planned and un-planned maintenance including avoidable damage, tires, forks and seats less sentinel and persistent events) , These programs are executed via MCFA's dealer network supplying consistent performance to every customer location. Our products have a 500 hour recommended service interval.

23) Identify any additional costs not included in the cost of the equipment, such as pre-delivery or installation inspections.

Pre-delivery and installation is not included in the price as these costs vary by regional labor costs. Pre-delivery cost (with no truck modifications made after being built at our factory) is usally a nominal fee and usually does not exceed 2% of equipment cost.

For installation costs, some of our more sophisticated (but extremely efficient and productive) warhouse models may require specialized site survey(s), guidance-related installations, etc. Facility floor condition may also be a factor that can affect cost. The local MCFA dealer can explain more about how these costs may relate to a particular model being quoted.

24) Describe any training and/or certification programs related to this proposal, such as OSHA training, safety training, or technician certification.

The MCFA dealer network has over 7,500 trained service technicians and are measured on their ability to maintain a 90% or better first time fix on service calls. MCFA's Service technicians are required to complete 12 hours of service training on our e-Learning Management System [this is tracked] prior to any instructor led classes.
Depending upon the product [IC/Electric/Both], they are required to pass [2] 3-4 day instructor led classes to reach the basic level. Once the basic level is attained, there are [3] levels of certification which require an addition 2-3 instructor led classes. Once certified, they are required to complete X hours [depending upon product/skill level] on eLMS system as well as a minimum as X instructor led classes [depending upon product/skill level] annually to maintain the certification.

25) Is your warranty program handled directly, or does it require a pass through to another manufacturer?

Directly.

26) What is your parts order fill rate?

MCFA maintains a 98% fill rate on emergency orders and the majority of our dealers maintain parts fill from inventory in the 90-95% completion.

Signature: _____ Date: 10/31/2016

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: Caterpillar Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
8.11 / page 29	Assignment of Contract	Notwithstanding the Terms of Section 8.11, Caterpillar shall be permitted to subcontract certain of its duties to Cat dealers for performance. *	Sourcewell accepts
Section Q / page 32	Provisions for non-federal entity procurements under federal awards or other awards; airport improvement program provisions	Section Q shall be deleted in its entirety. However, Caterpillar Dealers will review individual transactions that may implicate certain provisions within section Q on a case by case basis as required. *	Sourcewell accepts

*Please see page 2 of this form for comments regarding this exception request.

Proposer's Signature: Peter C Redpath **Date:** 3/13/19

Sourcewell's clarification on exceptions listed above:

LEGAL
HCP
Initials
May 3, 2019
Date

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Caterpillar Comments on Exception Requests:

Exception to 8.11

Because we rely on our dealer network to work closely with customers to execute the terms of this agreement, we want to clarify that we may subcontract these obligations to them. This is how we are operating today to the satisfaction of all involved and we intend for this strong, close, and effective relationship to continue.

Exception to Section Q

In many situations we will be willing to comply to these terms. However, it is impossible to provide a blanket acceptance as each transaction is unique. For example, the Buy American provision referenced in 8.43 will be acceptable for some products and not for others depending on the source of production. By looking at each transaction individually we can ensure careful consideration. It is our desire to earn this business and when we are able to comply we will honor the terms specific to the transaction.

Contract Award
RFP #032019

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Caterpillar Inc. Date: 3/6/19

Company Address: 100 NE Adams Street

City: Peoria State: IL Zip: 61629

CAGE Code/DUNS: 11083/944204924

Contact Person: Patty Redpath Title: Governmental Account Manager

Authorized Signature: Patrick Kearns
(Name printed or typed)

Caterpillar: Confidential Green

FORM E

CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CAT

Proposer's full legal name: Caterpillar Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
C6FD2A139D06489...
SOURCEWELL DIRECTOR OF OPERATIONS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CAT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Caterpillar Inc

Authorized Signatory's Title North American Industry Manager

VENDOR AUTHORIZED SIGNATURE

Patrick Kearns
(NAME PRINTED OR TYPED)

Executed on May 10, 2019

Sourcewell Contract # 032119-CAT

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

Caterpillar: Confidential Green

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Caterpillar Inc.

Address: 100 NE Adams Street

City/State/Zip: Peoria, IL 61629

Telephone Number: 309-675-1000

E-mail Address: Cat_Governmental@cat.com

Authorized Signature: Patrick K

Authorized Name (printed): Patrick Kearns

Title: North America Industry Manager

Date: 3/6/19

Notarized

OFFICIAL SEAL
JODY R. MCKENZIE
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Feb 2, 2020

Subscribed and sworn to before me this 6th day of March, 20 19

Notary Public in and for the County of Peoria State of Illinois

My commission expires: February 2, 2020

Signature: Jody R. McKenzie

Caterpillar: Confidential Green

Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Caterpillar Inc.

Questionnaire completed by: Patty Redpath

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

   Our dealers accept payment from members and their terms may vary. The most common term is net 30.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

   Yes. We offer both leasing and financing options to governmental members of Sourcewell at rates **lower** than available to the general public.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

   Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members:

   1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer.
   2) The Cat dealer then accepts the PO, issues the invoice, accepts payment, and delivers the machine.
   3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claim with Caterpillar.
   4) At month end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administration fee.

   Important Note: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement/PA should be executed between the member and the Cat dealer directly.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

   Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?

  Yes. Caterpillar has the most extensive warranty coverage in the industry. We cover all products, parts, and labor with fewer exclusions than our competitors. Please see **Attachment D** for details.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

  We do not impose usage restrictions. We are pleased to say that our warranties cover defects in material and workmanship for the time specified in the policy when the equipment is used as per design intent.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

  The Caterpillar warranties cover the cost of replacement parts and the labor to install them, they do not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?

  We have no restrictions on warranty repairs. One of our key differentiating strengths is our ability to service equipment regardless of where is it located.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

  Warranty service for on machines ordered from a Caterpillar facility is generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.

- What are your proposed exchange and return programs and policies?

  We warrant that upon delivery our products will be free from defects in material and workmanship and will operate as intended. If they are not, we will make any necessary corrections.

6) Describe any service contract options for the items included in your proposal.

We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available, and we encourage members and dealers to explore all options.

1) Equipment Protection Plans (Extended Service Coverage/Cat Insurance)

   After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage:

   a) Powertrain
   b) Powertrain + Hydraulics

c) Powertrain + Hydraulics + Technology
d) Premier

A description of all these options is included in **Attachment E**.

Important note: The purchase price for these Extended Service Coverage plans is **lower** for governmental agencies than it is for private buyers.

2) Customer Service Agreements (CSAs)

A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs.

The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CSAs are a useful tool to manage expenses. Most CSAs are bundled at the time of purchase; however, they may be added at any time.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

We are offering the new machine and work tool product lines as set forth in this proposal. This includes nearly 200 machine choices and more than 200 types of work tools.

In addition to new machines and work tools, we are happy to offer members access to rental machines, used machines, parts, service, extended service coverage plans, CSAs, products from Cat Safety Services, sourced goods, and open market items.

We understand that each member's needs will vary, and we are proud to supply a complete solution from the industry's largest product line.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Our pricing model is simple. We offer a deep discount off the current machine and work tool list prices to all Sourcewell members.

We have provided base machine pricing in **Attachment F.** However, for execution of the agreement we will ask our dealers and Sourcewell members to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the agreed upon stated minimum discount to that configured List Price amount. Dealers and members should remember to factor in any expected price increases if a machine will be built to order.

Attachment G shows the discount offered for each new machine.

Additionally, we are pleased to offer a discount of 15% off all products and consulting services under the Cat Safety Services Umbrella; and 5% off our Technology Enabled Safety Solutions.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Our discount range varies between 3% and 30%. It's important to note that discount comparisons between different machines cannot be considered an apple-to-apples comparison. Caterpillar product managers have broad leeway in product pricing, and there are some significant variations on pricing strategy. For example, a discount of 10% on Product A, may be equivalent to a 20% discount on Product B. The discounts offered to Sourcewell members are better than what is widely available to non-member/private purchasers.

10) The pricing offered in this proposal is

_____a. the same as the Proposer typically offers to an individual municipality, university, or school district.

_____b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

____X___c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

Our dealers are empowered to consider purchase order volume, repeat purchases, member responsiveness, etc. They may offer members additional discounts and/or services at their discretion.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Sourced goods / Open Market Items are available to members from our Cat dealers. The prices for these goods or services will represent fair market value and will be determined between the member and the selling dealer. We encourage our dealers and members to use this option as it facilitates complimentary products and streamlines the procurement process.

Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in the quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and/or invoice shall be deemed sufficient.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size, others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any additional costs will be itemized separately and are not subject to the Sourcewell discount.

14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

There is no additional cost to members who choose to pick up their machine from the Cat dealer. Dealers may charge fees for delivery to the member's location.

15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the member's location.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Machines are large purchases and if there are unique member requirements our dealers will be happy to discuss on a case by case basis.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance.

Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process is working well.

- To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer-facing pricing pages. Dealers integrate these numbers automatically in their quoting software.
- To ensure new machine and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy.
- After month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting.
- After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.

18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We would be pleased to offer an administration fee of 0.50% of net dealer revenue on the sales of new machines and work tools. Caterpillar will pay this fee and will not ask members or dealers to bear any additional burden.

Industry-Specific Questions

19) Describe any industry-specific quality management system certifications obtained by your organization.

Throughout the history of Caterpillar, we've produced reliable, durable products our customers have been able to count on for many years...if not decades. This reliability and durability is foundational to our brand. We measure ourselves on both defects and durability. Defects are issues that prevent a machine or any part of it from performing as intended within the first year of service. Durability is defined as the actual achieved life of a machine or component. We pride ourselves on leading the industry.

Specifically, as it relates to this question, the below list shows our current quality certificates:

03 - Thin Film Coating Center, Mossville (IL), USA - CQMS / ISO9001:2015 Certificate (Exp date: 09-Mar-2019)
05 - Caterpillar Global Machine Development - Peoria Proving Ground, Peoria (IL), USA - ISO17025:2005 (Expiry date 31-Jan-2021)
06 - Caterpillar Inc., Cast Metals Organisation, Mapleton (IL), USA - ISO9001:2015 (Expiry date 24-Apr-2021)
08 - Caterpillar Inc., - SOS Services Laboratory (Main Multi-site), Peoria, IL, USA - ISO9001:2015 (Expiry date 29-Nov-2020)
12 - Caterpillar Inc. - Matl Handling & Underground Div. (Aurora), Montgomery IL, USA ISO9001:2015 Certificate. (Exp: 23-Feb-2020)
13 - Caterpillar Inc.- Construction and Mining Equipment (HQ), Decatur (IL), USA - ISO9001:2015 Certificate. (Exp date: 26-Oct-2021)
16 - Caterpillar Inc. - East Peoria (Multi-Site - TTT), Tractor Drive, East Peoria (IL), USA - ISO9001:2015 Certificate (Exp: 30-Nov-2019)
28 - Caterpillar Brasil Limited, Campo Largo, Brasil - ISO9001:2015 (Exp date: 23-Jul-2020)
28 - Caterpillar Brasil Ltda., Piracicaba, Brasil - ISO9001:2015 Certificate (Exp date: 19-Mar-2021)
29 - Caterpillar Engine Systems Inc. (HQ), Pontiac (IL), USA - ISO9001:2015 Certificate (Exp date: 06-Aug-2019)
40 - Caterpillar Engine Systems Inc., Mossville (IL), USA - ISO9001:2015 Certificate (Exp date: 06-Aug-2019)
40 - Caterpillar Inc., Industrial Power Systems Division, Mossville (IL), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
40 - Caterpillar Inc., Industrial Power Systems Division, San Antonio (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
40 - Caterpillar Inc., Industrial Power Systems Division, Schertz (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
41 - Caterpillar Powertrain & Hydraulics - Systems Development, Mossville (IL), USA - ISO17025:2005 (Expiry date 31-Dec-2019)
41 - Global Engine Development - North America, Mossville, IL 61552, USA - ISO17025:2005 (Exp Date: 31-Aug-2019)
68 - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Corinth (MS), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)
68 - Caterpillar Inc. Remanufacturing Services (HQ), Corinth, MS 38834, USA, ISO 9001:2015 (Exp Date: 19-Jun-2020)
7P - Perkins Motores Do Brasil LTDA, Curitiba, BRASIL - CQMS:2015 / ISO9001:2015 Certificate (Expiry date 05-Oct-2020)
88 - Caterpillar Inc. Lafayette Engine Center, Lafayette (IN), USA - ISO9001:2015 Certificate (Expiry date 04-Feb-2021)
89 - Caterpillar Mexico S.A. de C.V. (Monterrey), Nuevo Leon, Mexico 66350 - CQMS:2015/ISO 9001:2015 Certificate (Exp: 12-Jul-2019)
92 - Caterpillar Midwest Logistics Center (Champaign), Illinois - ISO 9001:2008 (Exp Date: 29-Jan-2018)
CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 1), Mexico - ISO 9001:2015 (Exp: 19-Jun-2020)
CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 3), Mexico ISO9001:2015 Certificate (Exp: 19-Jun-2020)
CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (ORADEL), Mexico ISO9001:2015 Certificate (Exp. 19-Jun-2020)
CP - Caterpillar Global Machine Development - Tucson Proving Ground, Tucson (AZ), USA ISO17025:2005 (Expiry date 31-Jan-2020)
DQ - Caterpillar Inc. Building Construction Products Division, Clayton (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
FJ - Anchor Coupling (Menominee), Menominee (MI), USA ISO9001:2015 (Expiry date 22-Jan-2021)
HL - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Prentiss (Boonville - MS), USA ISO9001:2015 Certificate (Exp. 19-Jun-2020)
HP - Caterpillar Dyersburg, Tennessee - ISO9001:2008 Certificate. (Expiry date 14-Sep-2018)
HZ - Caterpillar Inc., Industrial Power Systems Division, Sequin (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
JA - Caterpillar Inc. Building Construction Products Division, Sanford (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
JL - Caterpillar Inc. - Precision Pin Products Group, Sumter (SC), USA - ISO9001:2015 (Expiry date 22-Oct-2018)
JQ - Caterpillar Inc. Building Construction Products Division, Athens (GA), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
LE - Caterpillar Inc., Griffin Generators, Griffin (GA), USA - ISO9001:2015 Certificate. (Expiry date 03-Mar-2021)
LS - All Caterpillar Newberry LLC Facilities - DNV ISO 9001:2008 (Exp Date: 15-Sep-2018)
M5 - Caterpillar Inc. Building Construction Products Division (HQ), Cary (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
MC - Caterpillar Inc. Building Construction Products Division, Torreon, MEXICO - ISO9001:2015 (Expiry date 06-Jul-2021)
N4 - Advanced Components and Technologies, Mossville (Il), USA - ISO 9001:2015 Certificate (Exp Date: 24-May-2019)
PE - Caterpillar Inc. (Remanufacturing Site Specific Certificate), West Fargo (ND), USA ISO9001:2015 Certificate (Exp: 19-Jun-2020)
PV - Perkins Shibaura Engines LLC, Griffin (GA), US ISO9001:2015 (Expiry date 31-Jan-2020)
QR - Caterpillar Global Mining - Houston PA - ISO 9001:2008 (Exp Date 15-Sep-2018)
R8 - Caterpillar Inc. / Paving Products / Minneapolis, (MN), USA - ISO 9001:2015 Certificate (Exp Date: 27-Nov-2020)
T3 - Solar Turbines Europe S.A. – Oil and Gas, Avenue de Finlande, Braine L'Alleud, Belgium - ISO 9001:2015 Certificate (Exp. 22-Sep-2020)
T3 - Solar Turbines Inc. (Packaging Systems Operations), San Diego (CA), USA - ISO9001:2015 (Expiry date 22-Sep-2020)
T3 - Solar Turbines Inc. (Power Generation), San Diego (CA), USA - ISO9001:2015 (Expiry date 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 10203 Sam Houston Park Drive, Houston TX, USA - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 9250 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 9280 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 9330 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
T3 - Solar Turbines Inc. - Pkg Systems Operations (HQ), 4200 Ruffin Road, San Diego CA, USA - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
T3 - Solar Turbines Inc. - Pkg Systems Operations, Teran-Teran 20120 Int., Tijuana (BC), Mexico - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
T3 - Solar Turbines Inc. - Power Generation, 4180 Ruffin Road, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp : 22-Sep-2020)
T3 - Solar Turbines Inc. - Turbofab, DeZavala Road, Channelview (TX), USA - ISO9001:2015 Certificate (Expiry date 23-July-2021)
T3 - Solar Turbines Inc., - Construction Services, Houston (TX), USA - ISO9001:2015 Certificate (Exp Date: 07-Jul-2021)
T3 - Solar Turbines Inc., - Desoto Overhaul Operations, Desoto (TX), USA - ISO9001:2015 Certificate (Expiry date 24-Aug-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod, W Seattle Street, Broken Arrow OK, USA - ISO9001:2015 Certificate (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Gas Compressors, Ruffin Road, San Diego (CA), USA - ISO9001:2015 Cert. (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Gas Compressors, Sky Park Ct, San Diego (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Gear Systems / Superior Gear, Gardena (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Turbotec Bldg 1, Chilpancingo, Tijuana, B.C. Mexico - ISO9001:2015 Cert (Exp 03-May-2021)

T3 - Solar Turbines Inc., Turbomachinery Prod - Turbotec Bldg 2, Ciudad Ind Otay, Tijuana, B.C. Mexico - ISO9001:2015 Cert (Exp 03-May-2021)
T3 - Solar Turbines Incorporated, Mabank (TX), USA - ISO9001:2015 Certificate (Expiry date 04-Aug-2021)
T3 - Solar Turbines Switzerland Sagl, 6595 Riazzino, Switzerland - ISO9001:2015 Certificate (Expiry date 08-May-2018)
UD - Denison, TX -Caterpillar Global Mining LLC-ISO 9001:2008 (Exp Date: 03-Aug-2020)
UH - Caterpillar Acuna - Construction and Mining Equipment, Ciudad Acuna, Coahuila, Mexico - ISO9001:2015 Certificate. (Exp: 26-Oct-2021)
UH - Caterpillar Inc. - Acuna, Coahuila, MEXICO - ISO9001:2015 Certificate (Expiry date 26-Oct-2018)
UJ - Caterpillar - North Little Rock, North Little Rock (AR), USA - CQMS:2015 / ISO 9001:2015 Certificate (Exp Date: 05-Jun-2019)
XO - Anchor Coupling (Goldsboro), Goldsboro (NC), USA - ISO 9001:2015 (Exp date: 20-Dec-2018)
XY - Caterpillar Reynosa S.A. de C.V., Reynosa, Tamaulipas, Mexico - ISO9001:2015 Certificate (Exp date: 03-Oct-2020)
YP - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Franklin (IN), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)
YV - Caterpillar Surface Mining and Technology, South Milwaukee (WI), USA - ISO9001:2015 (Expiry date 04-Jun-2021)
ZZ - Caterpillar Inc. - Advanced Components Manufacturing (Hydraulic Cylinders), Sumter (SC), USA - ISO9001:2015 Cert (Exp: 28-Mar-2020)

20) Describe any environmental management system certifications obtained by your organization.

We described our "green initiatives" more completely in Form A, Question 29. To be specific regarding ISO standards, we are listing here the plants that are certified to ISO 14001:2004 Environmental Management System:

Plants certified with ISO 14001:2004 Environmental Management System
Anchor Coupling - Goldsboro, NC - ISO 14001:2004 - Sept 2018
Anchor Coupling - Menominee - ISO 14001:2015 - Jan. 2021
Gen Sets - Newberry - ISO 14001:2004 - Nov. 2017
Mapleton - 14001:2004 self-certification - issued January 2013
Reman Services - Corinth, MS - ISO 14001:2015 - Sept. 2021
Reman Services - Franklin - ISO 14001:2004 - May 2017

21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Caterpillar understands the value to the customer of a well-defined preventive maintenance plan. Each machine we sell has very clear and detailed instructions for routine maintenance. We find that some customers prefer to do the maintenance themselves, others want our dealers to track and perform the service.

For customers who retain maintenance responsibilities, we have several tools available to facilitate that. As an example, My.Cat.Com makes it easy for customers to access critical information about their fleet.

STARTER CONNECTIVITY: If the customer purchases a machine with a factory-installed Product Link device, the customer will receive Cat Daily connectivity at no cost (for seven years on Building Construction Products machines; 12 years on Global Construction & Infrastructure machines). Cat Daily provides basic information once per day via My.Cat.Com or via a mobile app as described below.

My.Cat.Com users have access to:

- Equipment location
- Hours
- Diagnostic and operational events
- Fuel burn
- Dealer work orders
- Parts lists and Preventive Maintenance Checklists
- Parts ordering
- Safety service letters
- Rental documentation
- Warranty information

- Operation and maintenance manuals
- Preventive maintenance alerts and scheduling
- Cat Inspect outcomes
- S-O-S fluid analysis results

A subset of this information is also available in the Cat App: Fleet Management (IOS and Android).

In some situations, information available through My.Cat.Com provides an agency with sufficient data. But sometimes the equipment manager/public works director wants a more comprehensive view of their assets and/or the ability to manage an entire fleet. To meet that need, Caterpillar offers VisionLink—a powerful, flexible platform with enhanced capabilities, like customizable reports and notifications, that makes it easier to optimize productivity, manage assets and reduce costs.

ADVANCED CONNECTIVITY TRIAL: For any construction machine with a Product Link device, the customer will receive a six-month complimentary VisionLink Essentials trial. After the trial period ends, customers may elect to continue access at several different levels:

- **VisionLink Daily** – offers convenient, affordable, once-a-day telematics information. Ideal for customers who only need once-per-day reporting
- **VisionLink Basic** – provides basic asset management features including hour and location monitoring as well as geographic fencing and maintenance management. Recommended for machines that only report hours, where data updates and related features are needed more frequently than once per day.
- **VisonLink Essentials** – includes all the features of Basic plus health, utilization, and productivity features with frequent data updates. Ideal for customers needing up-to-date information about site operations, productivity, asset location, and operator performance, as well as timely notification of issues as they occur.

Another free app we offer is designed to help customers focus on safety and preventive maintenance. The "Cat Inspect" app offers multiple features geared to make regular machine inspections simple and useful.

- **Daily Walkaround** inspections are designed primarily for operators who are guided where to look on their particular machine and allows them to document and report any abnormalities.
- **Preventive Maintenance** inspections are more in-depth and are designed for customer or dealer technicians to inspect components for signs of wear and to ensure that all recommended preventive maintenance procedures are completed and recorded.
- **Technical Analysis** inspections are the most in-depth and are normally used once per year or when a machine is at the end of a customer's ownership period.

This app includes the ability to take pictures, make notes and complete and share inspections electronically. Inspection reports are also integrated into both My.Cat.Com and VisionLink, providing visibility to overall fleet health.

For customers who intend to rely on dealers for maintenance, they can schedule the work themselves as needed, or we propose a variety of CSAs (Customer Support Agreements). These are completely customizable, but we offer starting points for several levels with corresponding price points which vary by product.

- Customer performed preventative maintenance – the Cat dealer will provide the necessary parts per the maintenance schedule; the customer will do the work.

- Dealer performed preventative maintenance – the Cat dealer will handle basic preventative maintenance for any machine or group of machines to help keep scheduled downtime to a minimum.
- Component maintenance and repair agreement – the Cat dealer will take care of maintaining and servicing systems such as engines, transmissions, etc. to extend service resources and equipment life.
- Total maintenance and repair agreement – the Cat dealer covers service and maintenance for any one piece of equipment or the entire fleet. This agreement can include guaranteed availability and uptime.

Signature: Peter A Redpath Date: 3/13/19

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: Caterpillar Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
6.26 / Page 22	Vendors' certificate(s) must include all subcontractors as additional insureds under its policies	Caterpillar Dealers cannot be named as additional insureds on this certificate.	NJPA Accepts
7.16 / Page 26 -27	The Vendor must disclose to NJPA any litigation, bankruptcy, or suspensions/disbarments that occur during the Contract period.	As a large international enterprise, Caterpillar Inc. can manage numerous litigation and other proceedings all over the globe for itself and for its subsidiaries and its affiliates Caterpillar Inc agrees to provide the information requested in 7.16 for activities that directly impact Caterpillar Inc 's performance obligations under the NJPA contract.	NJPA Accepts
8.9 / Page 28	Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member	Caterpillar Inc will use its subcontractors, who are independently owned and operated Dealers, to provide services to NJPA Members Caterpillar Dealer's will comply with the applicable prevailing wage legislation required for the services provided to NJPA Members in their jurisdictions.	NJPA Accepts

Proposer's Signature: _____ **Date:** 11/21/2017

NJPA's clarification on exceptions listed above:

Review and Approved:

4/23/18

NJPA Legal Department

Contract Award
RFP #120617

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Caterpillar Inc. Date: November 21, 2017

Company Address: 100 NE Adams Street

City: Peoria State: IL Zip: 61629

Contact Person: Seth Charna Title: Industry Representative

Authorized Signature: Bart Myers
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 120617-CAT

Proposer's full legal name: Caterpillar Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be January 29, 2018 and will expire on January 29, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on January 25, 2018

NJPA Contract # 120617-CAT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Caterpillar Inc.

Authorized Signatory's Title General Manager - IPSD Power Generation

VENDOR AUTHORIZED SIGNATURE

Bart Myers
(NAME PRINTED OR TYPED)

Executed on January 26, 2018

NJPA Contract # 120617-CAT

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Caterpillar Inc.

Address: 100 NE Adams Street

City/State/Zip: Peoria, IL 61629

Telephone Number: (309) 675-1000

E-mail Address: Contact Seth Charna: Charna_Seth@cat.com

Authorized Signature:

Authorized Name (printed): Bart Myers

Title: General Manager - IPSD Power Generation

Date: November 21, 2017

Notarized

RATMONY CHHUTH
Notary Public, State of Texas
Comm. Expires 09-10-2020
Notary ID 129118195

Subscribed and sworn to before me this 21 day of November, 20 17

Notary Public in and for the County of Harris State of Texas

My commission expires: 9/10/2020

Signature:

Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Caterpillar Inc.

Questionnaire completed by: Seth Charna

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?
Payment terms that Caterpillar Dealers would offer to NJPA Members vary by dealer, but are most certainly equivalent to local competition. Payment terms will be made very clear to potential NJPA customers upon quotation.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Caterpillar Financial offers financial tools for NJPA Members through the Caterpillar Dealer Network on a case by case basis. Leasing terms that Caterpillar Dealers would offer to NJPA Members vary by dealers, but are most certainly equivalent to local competition. Leasing terms will be made very clear to potential NJPA customers upon quotation.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

The order process will not change compared to the current NJPA contract. The NJPA Member references the NJPA contract number on the P.O., which is then presented directly to their local Caterpillar Dealer.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Not Applicable.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
- What are your proposed exchange and return programs and policies?

Please reference the following attachments in response to these questions specifically for the Power Generation products listed in this proposal. There are no geographic regions of the United States or Canada for which Caterpillar cannot provide a certified technician to preform warranty repairs.

Additionally, when purchased through the NJPA contract, select products will automatically include options for Extended Service Coverage in 2018. Customized Extended Service Coverage is also available through the Caterpillar Dealer Network on a case by case basis.

See Attached: Caterpillar Standard Warranty SELF5709.pdf
See Attached: Olympian Standard Warranty LEXF3074.pdf
See Attached: 2018 ESC NJPA Announcement Letter – October 6 2017.pdf

6) Describe any service contract options for the items included in your proposal.
Service contracts that Caterpillar Dealers would offer to NJPA Members vary by dealer, but are most certainly at least equal to local competition. Service contract terms will be made very clear to potential NJPA customers upon quotation.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Caterpillar is offering a full line of diesel and natural gas packaged generator sets from 40 to 4000 kW. Caterpillar is also offering our XQ Products, which is our mobile generator line including trailers. Other popular and almost necessary equipment included to enhance generator set purchases are Automatic Transfer Switches, Switchgear, EPIC paralleling gear, and Microgrid components all provided from Caterpillar. The Caterpillar Dealer Network can also offer custom shop work, installation, "turn-key" solutions, delivery/freight, training, custom enclosures, custom fuel tanks, custom automatic transfer switches, dealer labor, additional/custom parts, and general contracting labor. To further enhance the NJPA members' product offering, the Caterpillar Dealer Network can also offer an expansive network of used equipment along with rental agreements.

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Percentage Discount from Manufacturer's and Dealer's List Pricing per the included documentation along with product price lists. The discounts included are typically higher than standard discount for each product solution. There may be specific cases with specific options or attachments where the NJPA discount is not as deep as the non-NJPA offer. Caterpillar does have the ability to make additional discounts for NJPA members and non-NJPA customers on a case by case basis. For 2018 shipments, the price increase above the provided price lists is 2%. New price lists will be updated and submitted in January 2018. Please note, there are some items in the provided Caterpillar price lists that are marked as "Net" pricing that do not get discounted. These items usually include certifications (EPA, UL, IBC), standard EPA Tier 4f components, extended service coverage, and factory testing/packaging options. These items only follow the cost plus a percentage of cost pricing process that is acceptable for pricing sourced goods or services.

See Attached: Caterpillar Gen Disc List RFP December 2017.xlsx
See Attached: List of Caterpillar Price Lists by Product Family.zip

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Overall pricing from published list price is discounted from 10% up to 40% with an average of 27% overall. Specific discounts apply to each diesel or natural gas platform product line. Services, used products, rental agreements, and microgrid solutions are also included at different discounting levels. For 2018 shipments, the price increase above the provided price lists is 2%. New price lists will be updated and submitted in January 2018.

See Attached: Caterpillar Gen Disc List RFP December 2017.xlsx
See Attached: List of Caterpillar Price Lists by Product Family.zip

10) The pricing offered in this proposal is

_____a. the same as the Proposer typically offers to an individual municipality, university, or school district.

_____b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

____X___c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.
Volume discounts or rebate programs are not offered. The best discounting has been included in this RFP response for Caterpillar solutions.

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

There are some items in the provided Caterpillar price lists that are marked as "Net" pricing that do not get discounted. These items usually include certifications (EPA, UL, IBC), standard EPA Tier 4f components, extended service coverage, and factory testing/packaging options. These items only follow the cost plus a percentage of cost pricing process that is acceptable for pricing sourced goods or services. The percentage mark-up offered by Caterpillar Dealers to NJPA Members will vary by dealer, but is certainly equivalent to local competition. Exercising the ability to offer cost plus a percentage for "Net" items will ensure more clarity for the Caterpillar Network regarding NJPA offers because the current contract makes it difficult to calculate "Net" items since they cannot be discounted by Caterpillar. For a majority of sales including EPA Tier 2 or EPA Tier 3 platforms, the "Net" items on average are no more than 1-2.5% of the total customer list pricing. EPA Tier 4f platforms have a higher percentage of "Net" items due to the significant amount of set priced emissions components required for EPA certification.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

All transactions will take place and be negotiated between a Caterpillar Dealer and an NJPA member. Only those generator set items specifically included in a Caterpillar List Price are subject to the NJPA administration fee. Most costs associated with acquiring a generator set and related products are included within the pricing file (Caterpillar Gen Disc List RFP December 2017.xlsx) and are subject to discount. In some cases, there may be costs involved that have not been listed. These costs associated with acquiring a generator set involve items that a manufacturer (Caterpillar) cannot competitively provide.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

These programs and policies vary with products and geographic regions. Each quote from a Caterpillar Dealer to an NJPA member will have unique shipping fees. These fees may include shipment from the Caterpillar factory and, in some cases, additional local shipping fees either to a third-party packager or to the customer when factory shipment timing doesn't align with customer requirements. Shipping fees will be handles on a case-by-case basis between the selling Caterpillar Dealer and the NJPA member.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery are included in question 14. These items vary by Caterpillar Dealer due to the different geographic locations. The Caterpillar Network located in Alaska, Hawaii, Canada, or other offshore location is aware of their local shipment requirements and is knowledgeable on how to quote shipping to NJPA customers.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Caterpillar offers a factory freight program specific to certain product lines. Where applicable, this program utilizes economies of scale to ensure the best shipment cost to the local Caterpillar dealer from our factories. This portion of the freight cost to customers will pass through the Caterpillar network as it did before, but is managed by Caterpillar for the first point of delivery.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

The Caterpillar Dealer Network will receive additional discounts from Caterpillar to help reach NJPA members purchasing prices per the NJPA contract. To qualify for the discounts, the selling Caterpillar Dealer must identify each applicable sale as an NJPA sale on their order and they must also send a report to the Caterpillar designated NJPA custodian, Seth Charna, including the product order number and NJPA member number. Reports are updated and reviewed on a quarterly basis to assist in providing payment to NJPA. The Caterpillar designated NJPA custodian, Seth Charna, has and will remain actively involved in the auditing process both with auditing Caterpillar Dealer pricing to NJPA members as well as the quarterly administration fee process.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

The proposed administrative fee payable to NJPA is proposed to be 1% of transaction price, in line with the previous two Caterpillar contracts, for all NJPA contract sales of generator sets. This 1% is the same percent as outlined in our current NJPA contract #080613-CAT

Should Caterpillar be exclusive, like the previous two Caterpillar contracts, this is valuable to the Caterpillar Dealer Network and Caterpillar would be willing to increase the administrator fee to 1.25% of transaction price.

Industry-Specific Questions

19) Please specify product and voltage range the generator equipment that you are offering.

Caterpillar offers factory voltage options for the majority of customer requirements. In general, here's a snapshot of the factory options based on the diesel product line. Voltage options may slightly differ on the natural gas product line and the full Caterpillar price list should be consulted to determine which specific ratings can be configured with the voltages listed below. There may also be a few exceptions where the Caterpillar Dealer Network can work towards custom solutions when necessary.

100 kW and Below Single Phase:	240V
750 kW and Below Three Phase:	480V, 600V, 208V, 240V
1000 kW up to 1250 kW:	480V, 600V, 208V, 240V, 400V, 380V
1500 kW up to 4000 kW:	480V, 600V, 240V, 440V, 380V, 2400V, 416V, 4160V, 6300V, 6600V, 6900V, 12470V, 13200V, 13800V

20) Describe your mobile or trailer mounted units, if any, and specify the ranges.

The XQ product line is included in the Caterpillar proposal. These units are offered with trailers for mobile use and for the most part they include switchable voltage options, which is preferred since they can be utilized at multiple customer locations with unique voltage requirements. The following XQ products are available and are EPA Tier 4f certified for mobile usage. We are working on a platform between the XQ125 and XQ425 that will be available/added to an awarded contract once released. The number represents the kVA rating of the generator and not the kW output.

XQ35
XQ60
XQ125
XQ425
XQ570

21) If you are providing trailers as part of a turnkey package, please provide details.

All XQ packages described in question 20 include trailers with selectable options including the ball size and brake type. These are the only factory product offerings that can be configured on trailers due to EPA emissions requirements.

It is important to note that the Caterpillar Dealer Network can also place Caterpillar genset packages on trailers when necessary as long as EPA regulations for stationary applications are met (EPA requires the generator to remain stationary for a specific period of time).

22) Describe how you will include customization and the pricing of such for the units.

The Caterpillar Dealer Network can offer custom shop work, installation, "turn-key" solutions, delivery/freight, training, custom enclosures, custom fuel tanks, custom automatic transfer switches, dealer labor, additional/custom parts, and general contracting labor. To further enhance the NJPA members' product offering, the Caterpillar Dealer Network can also offer an expansive network of used equipment along with rental agreements. Most costs associated with acquiring a generator set and related products are included within the pricing file (Caterpillar Gen Disc List RFP December 2017.xlsx) and are subject to discount. In some cases, there may be costs involved that have not been listed. These costs associated with acquiring a generator set involve items that a manufacturer (Caterpillar) cannot competitively provide.

23) Describe installation and service programs, and identify the associated services, service provider locations and pricing.

The Caterpillar Dealer Network will be the provider of all Caterpillar and non-Caterpillar components and services required to meet the NJPA members' local requirements.

24) Describe any preventative maintenance or extended service coverage agreements.

Preventative maintenance and extended service coverage/contracts agreements in addition to the standard product offering are covered in the "Caterpillar Gen Disc List RFP December 2017.xlsx" file.

25) Do you provide preventive, periodic or full maintenance plans/programs for the solutions you are proposing in this response?
   a. If so, provide a recommended service & maintenance agreement for a periodic/preventative and or full maintenance plan.
   b. What are recommended service intervals?

The Caterpillar Dealer Network will be the provider of all preventative maintenance plans / programs that are specific to the product being provided to the NJPA member. Preventative maintenance and extended service coverage/contracts agreements in addition to the standard product offering are covered in the "Caterpillar Gen Disc List RFP December 2017.xlsx" file.

26) Describe your rental agreements and pricing schedule.

Rental agreements in addition to the standard product offering are covered in the "Caterpillar Gen Disc List RFP December 2017.xlsx" file.

27) Will you include used equipment and if so, provide a pricing strategy for these units.

Used product agreements in addition to the standard product offering are covered in the "Caterpillar Gen Disc List RFP December 2017.xlsx" file.

28) Provide a general overview of your products EPA compliance.

Caterpillar offers a full range of products for use in the United States per EPA compliance guidelines. Per these guidelines, the application determines the EPA emissions level that is required for that specific product. For diesel emergency standby ratings (most of the market for <1000 kW) Caterpillar offers both EPA Tier 2 and EPA Tier 3 emissions levels and the specific emissions level is auto selected based on the EPA defined brake horsepower requirements. For non-emergency and/or mobile applications, Caterpillar has select ratings available with EPA Tier 4f factory certification. The Caterpillar Dealer Network is familiar with EPA regulations and can direct the NJPA member to the applicable product line required for their application.

29) Identify the lifecycle cost of ownership of your generator solutions.

The Caterpillar Dealer Network will be the provider of all preventative maintenance and lifecycle costs at the request of NJPA members. Due to the vast differences across geographic locations and product lines, this request will be handled on a case-by-case basis.

Signature: _____ Date: 11/21/2017

QUINN POWER SYSTEMS CAT

MAINTENANCE AGREEMENT

CSA & Support Services 800-789-9774

Customer # : 480105

DATE: **2/14/2019**

PARTIES: First Party: **QUINN COMPANY**, a California corporation, dba QUINN POWER SYSTEMS hereinafter referred to as "QUINN"; and

Second Party: **City of Oxnard, WWTP** hereinafter referred to as "OWNER".

RECITALS:

1 . Quinn is a factory authorized Caterpillar dealer.

2 . Owner owns certain equipment and Owner desires to retain Quinn to perform periodic preventive maintenance on such equipment, and Quinn is willing to perform such periodic preventive maintenance, on the terms and subject to the conditions set forth in this Agreement.

AGREEMENT:

The parties hereto do hereby agree as follows:

1 . ***The Equipment.*** Owner now owns the following described engines and related equipment:

Please see complete list of EQUIPMENT on Exhibit C ('PREVENTIVE MAINTENANCE SCHEDULE' - Page 6)

All of the above-described item(s) are hereinafter collectively referred to as "the Equipment" and covered under this agreement.

2 . ***Term.*** Starting from: **2/14/2019**
This agreement is continuous until cancelled or non-renewed and shall commence on the date first written above and shall continue until the end of the coverage term as stated above or terminated by either party giving the other party thirty (30) days written notice of termination.

3 . ***The Services.*** Owner hereby engages Quinn to render certain maintenance services to the Equipment during the term of this Agreement as indicated below and described on Exhibit "A" attached hereto ("CSA PM LEVEL DESCRIPTIONS"-Page 3). Additional PM coverage may be added anytime at customer's request.

GUARANTEED PERFORMANCE	FREQUENCY	ANNUAL FEE
PM Level 2 - Annual Service	One (1) visit per year.	$19,500.00

The following part(s) shall be replace for the above scope of work
Engine Oil, Oil Filter(s), Fuel Filter(s), Water Separator Filter (s) as equipped

Customer # : 480105

CONT.

4 .

Fee. During the term of this Agreement, owner shall pay Quinn:

Total Fee: $19,500.00 I Accept [ ] initial

Quinn will invoice Owner in accordance with provisions of this Agreement, including all taxes, after each visit and Owner will pay each invoice within thirty (30) days of receipt.

Charges for labor performed after the first year of this Agreement shall be adjusted to reflect changes in Quinn's standard labor charges as in effect from time to time. At each twelve (12) month interval after the date on this document a 3% to 5% increase may be effective. If Quinn personnel arrive at the job site to perform the Maintenance Services, and are prevented from doing so through no fault of Quinn, Owner will be charged for the serviceman's time and mileage in each such instance.
This Maintenance Agreement includes travel and mileage charges to and from the job site during normal business hours Weekend and Off-Hours requests will incur additional Labor Charges according to Exhibit "B"

5 .

Standards of Performance. Quinn shall perform the Maintenance Services in accordance with the standard of care customarily employed in the heavy equipment maintenance industry. Quinn will cooperate with Owner in scheduling performance of the Maintenance Services and Quinn will perform the Maintenance Services in a manner to minimize interference with the Owner's normal business operations to the extent reasonably possible.

6 .

Limited Duty and Liability. It is expressly agreed that the responsibility and liability of Quinn is strictly limited to performance of the Maintenance Services on the Equipment. Quinn has no responsibility or liability for failure to discover actual or potential problems in the condition or operation of the Equipment. Quinn makes no representations, warranties, or guaranties concerning the Equipment or the operation of the Equipment.
Quinn shall have no liability for any consequential damages or lost profits suffered or incurred by Owner. It is expressly agreed that the total liability of Quinn to Owner whether such liability is based upon breach of contract, tort, or any other theory, shall be limited to an amount equal to the total fee payable by Owner to Quinn during the twelve (12) month period prior to such claim. It is further understood by Owner that Quinn would not enter into this Agreement or perform the Maintenance Services without obtaining the benefit of the above-described limitation on Quinn's liability to Owner.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first written above.

QUINN COMPANY, a California corporation
dba QUINN POWER SYSTEMS

BY: Frank Dupree

TITLE: CSA Technical Quoter

Date: 2/14/2019

Owner: **City of Oxnard, WWTP**

BY: _____

TITLE: _____

PO #: _____

Date: _____

QUINN POWER SYSTEMS CAT

CSA PM LEVEL DESCRIPTIONS

CSA & SUPPORT SERVICES (800) 789-9774
(562) 463-7150 Fax

Customer # : 480105

EXHIBIT "A"

PM Level 1 Multi Point Inspection

* Comprehensive detailed inspection of units is performed.
* Check/Adjust all fluid levels and pressures for correct operation.
* Check and inspect air cleaner restriction gauge and air filter element.
* Check primary source fuel tank for water with water finding paste.
* Check Day tank, Fuel tank, Fuel line fittings for leaks.
* Check Cooling System hoses, caps, clamps for brittleness, leaks, cracks, and weakness.
* Check ir voltages, charging rates, fluids, and specific gravities / ICV's.
* Engine cranking Batteries will be tested under start up load for voltage drop.
* Block Heater elements and inlet/outlet t-stats are checked for proper output and operation.
* Engine Fan Drive and Belts are inspected and adjusted for proper tension and condition.
* Check Turbo Charger rotation / end play if so equipped.
* Check generator brushes for proper tension/setting as equipped.
* Check and document Control Panel instruments for proper operation and values.
* Grease bearings, fan shafts, linkages, and equipment fittings as required.
* Hot oil sample taken and submitted for analysis.
* Test safety alarms and contacts.
* Run unit under load for up to 15 minutes when authorized by site authority.
* Submit report to customer.

PM Level 2 Annual Service-Major w/ Multi Point Inspection <--COVERED

* All items from PM Level 1 are performed, PLUS
* Change crankcase oil, oil filter(s), fuel filter(s), water separator(s), coolant filter(s), as equipped. Optional Air Filter cost = $310.00
* Submit report to customer.

PM Level 3 Cooling System Service

* Drain, contain and dispose of waste coolant.
* Flush cooling system with fresh water.
* Replace all coolant hoses and clamps (upgrade block heater hoses to steel braided as recommended).
* Replaced the radiator pressure cap(s)
* Replaced the engine thermostat(s) and associated gasket(s).
* Replaced the engine fan belt(s) and alternator drive belt(s).
* Refill system with proper amount of glycol antifreeze and conditioners.
* Rod and clean oil cooler or heat exchanger as equipped (if required).
* Test run unit to operating temperature, under load when authorized by site personnel.
* Return unit back to original mode of operation.
* Submit report to customer.

PM Level 4 Minor Inspection

* Perform general walk around inspection of unit.
* Fluid levels are spot checked for correct operating range.
* Inspect air filter element.
* Fuel tank/engine fuel line fittings are inspected for leaks and tighten as required.
* Coolant hoses inspected for brittleness, leaks, cracks, and weakness.
* Engine cranking batteries will be tested under start up load for voltage drop.
* Jacket water heater element and inlet/outlet t-stats are checked for proper operation.
* Engine drive belts inspected for proper tension and condition.
* Control panel instruments checked for proper operation.
* Unit is run for 10 minutes, under no load.
* Return unit back to original mode of operation.
* Submit report to customer.

PM Hourly Service per Unit Run Hours

* PM Service level is based upon unit run hours as opposed calendar schedule and is typically reserved for operation and maintenance agreements.

PM PG Point Guard Monitoring

* Point Guard monitors various inputs and outputs of unit operation and functionality.
* Identifies and alerts authorized personnel of potential problems by fault notification via text or e-mail by cellular, satellite, or land-line applications.

PM LB Load Bank Testing

* Connect resistive load bank as applicable to generator.
* Run Test with requested load for
* Record readings and provide recommendations if needed.
* Disconnect load bank from unit.
* Return unit back to original mode of operation.
* Submit report to customer.

PM Megohmmeter Generator Electrical Winding Test

* This test should be performed as part of periodic maintenance in order to detect the deterioration of the winding insulation.
* Perform megohmmeter test on generator winding and measure winding insulation resistance.
* Submit report to customer.

PM ATS Automatic Transfer Switch Service

* De-energize the transfer switch, when possible.
* Clean unit of dust and dirt accumulations.
* Clean open-type relays of dust/grease or oil.
* Visually inspect unit for signs of arching, burning, hot spots, charring, or other damages.
* Inspect for loose, broken or badly worn parts.
* Check terminal lugs and trip units for tightness / signs of overheating.
* Check main current carrying contacts for arching, pitting, and discoloration. Clean main contacts if needed, check and re-tighten if needed.
* Check manual switches for free movement and contact continuity.
* Check and adjust relay finger contacts if needed.
* Lubricate all components for proper operation as needed.
* Check plug connections, if equipped.
* Check door closure, locking bars and handle mechanism for proper operation.
* Check exercise timer if equipped.
* Perform transfer test of ATS under load when authorized by site personnel.
* Check all components/timers for proper operation and sequencing.
* Check main power connections for heat build-up with infra-red gun or provide PM Infra-Red scan.
* Timers reset to customer specifications and placed in automatic mode.
* Return unit back to original mode of operation.
* Submit report to customer.

PM Battery Battery Replacement

* Engine cranking batteries are removed and replaced.
* Engine cranking batteries will be tested under start up load for voltage drop.
* ir disposal is provided.
* Test run unit without load.
* Return unit back to original mode of operation.
* Submit report to customer.

PM IR Infra-Red Thermography Inspection

* Problems can develop when electrical components generate excessive heat due to deterioration, loose connections, or overloads. An Infra-Red inspection is recommended to be performed on all of the following areas: generator output connections, cables, bus, and generator breakers, while system is energized.

Inspection consist of:

* Set-up of Thermo graphic Imaging Infra-Red camera.
* Conduct infre-red scanning inspection.
* High resolution photographs will accompany recommendations for corrective action or repair, and will assist overall as a critical part of any complete predictive or conditional based maintenance program.
* Submit report to customer after technical review has been completed.

PM SWG Switchgear Service

* Services include manufacturer recommended equipment service & inspection on single standby loads and multi-unit paralleling systems.
* Submit report to customer.

PM UPS UPS Service

* Services include manufacturer recommended equipment service & inspection for ir and rotary type systems
* Performance will be based upon the specific manufacturer scopes of work and whether or not the equipment is energized or de-energized.
* All services are performed only as unit is equipped and as our technician is authorized.
* Submit report to customer.

QUINN POWER SYSTEMS CAT

CSA LABOR RATE & CONTACT INFO

CSA & SUPPORT SERVICES (800) 789-9774
(562) 463-7150 Fax Customer # : 480105
EXHIBIT "B"

EMERGENCY NUMBERS AND LABOR CHARGES

OXNARD BRANCH
801 Del Norte Blvd., Oxnard, CA 93030

Quinn Power Systems will provide "On Call" emergency service 24 hours per day, 7 days a week with a response of 4 hours or less.

For regular or emergency service, please call the following numbers:

During normal working hours (7:30am to 4:00pm Monday – Friday) call:

**Customer Service…….....……....……..		**(800) 789-9774**
**Sales Representative……	**Michael Murphy**	**(562) 463-4753**
**Service Supervisor…….	**Clifford Yamada**	**(805) 278-8731**
**Service Coordinator.…….	**Fernando Gonzales**	**(805) 278-8724**
**After hours, Saturdays, Sundays and holidays, call ……..		**(805) 485-2171**

All call outs requested OFF normal business hours; Monday through Friday, Saturdays, Sundays, and Holidays will be required to pay an hourly minimum of four (4) hours according to the prevailing billable rates within Exhibit "B". The above discounted labor rates will remain in effect until annual addendum review or upon termination of this agreement as covered in paragraph 2 under the general agreement terms.

QUINN POWER SYSTEMS CAT

PREVENTIVE MAINTENANCE SCHEDULE

CSA & SUPPORT SERVICES (800) 789-9774

Customer # : 480105

EXHIBIT "C"

Customer: **City of Oxnard, WWTP**
Address: 305 W. Third Street
OXNARD CA 93030

Date: 2/14/2019
Phone No. 805-200-5407
Fax No.

Attention: **Burris DeBenning**

Perform Preventive Maintenance Service and Inspections on the Following.

Engine Description		PM LEVEL 2		TOTAL
Cummins QSM11, SN 35126404	LABOR:	$563.00		$944.00
#1: 1955 Patterson Rd, OXNARD	EST. PARTS:	$381.00		
Olympian D20P1S, SN NPT00222	LABOR:	$532.00		$676.00
#2: 1500 Traidwinds Rd.,OXNARD	EST. PARTS:	$144.00		
John Deere 3029TF270, SN PE3029T566587	LABOR:	$532.00		$689.00
#3: Seabridge Lane,OXNARD	EST. PARTS:	$157.00		
Onan DNAF, SN J028429758	LABOR:	$500.00		$689.00
#4: 1922 Merion Way,OXNARD	EST. PARTS:	$189.00		
Cummins QSB7-G5-NR3, SN 74084180	LABOR:	$532.00		$814.00
#5: 1955 Patterson Rd,OXNARD	EST. PARTS:	$282.00		
Caterpillar 3208, SN 5YF03226	LABOR:	$532.00		$793.00
#6: West Ventura Blvd.,OXNARD	EST. PARTS:	$261.00		
John Deere 4045HF275, SN PE4045H417159	LABOR:	$532.00		$807.00
#7: 220 Riverpark Blvd.,OXNARD	EST. PARTS:	$275.00		
Cummins QSB7-G3 NR3, SN 73123393	LABOR:	$532.00		$814.00
#8: 6001 Perkins Rd.,OXNARD	EST. PARTS:	$282.00		
Caterpillar 3512, SN 1GZ02501	LABOR:	$1,066.00		$2,994.00
#9: 6001 Perkins Rd.,OXNARD	EST. PARTS:	$1,928.00		
Caterpillar 3208, SN 5YF00565	LABOR:	$532.00		$793.00
#10: 6001 Perkins Rd.,OXNARD	EST. PARTS:	$261.00		
Isuzu BR-4HK1X, SN 7511670	LABOR:	$532.00		$811.00
#11: 6001 Perkins Rd.,OXNARD	EST. PARTS:	$279.00		
Isuzu BR-4HK1X, SN 7511783	LABOR:	$532.00		$844.00
#12: 6001 Perkins Rd.,OXNARD	EST. PARTS:	$312.00		
Isuzu BR-4HK1X, SN 7511784	LABOR:	$532.00		$844.00
#13: 6001 Perkins Rd.,Oxnard	EST. PARTS:	$312.00		
Caterpillar C15, SN FSE00892	LABOR:	$594.00		$1,336.00
#14: 6001 Perkins Rd.,OXNARD	EST. PARTS:	$742.00		
Caterpillar G398, SN 73B00883	LABOR:	$1,075.00		$2,826.00
#15: 1955 Patterson Rd,OXNARD	EST. PARTS:	$1,751.00		
Caterpillar G398, SN 73B00884	LABOR:	$1,075.00		$2,826.00
#16: 1955 Patterson Rd,OXNARD	EST. PARTS:	$1,751.00		
	TOTAL FEE $:	**$19,500.00**		**$19,500.00**

Award Trade Services Agreement A-8129 to Quinn Company for Department-wide Maintenance Generators and Heavy Equipment

Public Works and Transportation Committee

January 14, 2020

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend that City Council approve and authorize the Mayor to execute a three (3) year Trade Service Agreement A-8129 with Quinn Company for the maintenance of department generators and heavy equipment, for an amount not to exceed $610,083.33.

2

BACKGROUND

The Environmental Resources (ER), Facilities, Water and Wastewater divisions operate the following equipment for daily operations:

- Skid steers
- Generators
- Hoist
- Forklifts
- Wheel loaders

3

DISCUSSION

- Sourcewell Cooperative conducted competitive bids between 2016-19 for equipment used by department's four (4) divisions
- Most responsive bidders able to meet solicitation service criteria selected
- Three national cooperative contracts for maintenance, repair and rental services
- Multiquip/Isuzu generators are single source only serviced by Quinn in Ventura County
- Multiqui/Isuzu pricing based on published price list discounted for public agencies

4

FINANCIAL IMPACT

- Funding for Agreement A-8129 allocated as follows:

Division	Account	FY 19/20 (5 mo.)	FY 20/21	FY 21/22	FY 22/23 (7 mo.)	Total (3 YRS)
Water	601-6010-842.82-09	$20,833.33	$50,000	$50,000	$29,166.67	$150,000
Wastewater	621-6205-842.82-09	$20,833.33	$50,000	$50,000	$29,166.67	$150,000
ER	631-6313-843.81-21	$10,416.67	$25,000	$25,000	$14,583.33	$294,583.33
	631-6301-842.82-09	$20,833.33	$50,000	$50,000	$29,166.67	
	631-6313-846.83-21	$5,000	$25,000	$25,000	$14,583.33	
Facilities	735-7401-853.82-09	$3,500	$4,000	$4,000	$4,000	$15,500
	TTL/FY	$86,833.33	$204,000	$204,000	$120,666.67	$610,083.33

- For Fiscal Years 20/21, 21/22 and 22/23, funding will be included in the operations budgets the respective divisions.

5

QUESTIONS?

CITY OF OXNARD CALIFORNIA

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.2.

DATE: January 14, 2020

TO: Public Works and Transportation Committee

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Appropriate Funds for Oxnard Boulevard & Saviers Road Signal Improvements PW 19-97 (Project No. 173102). (10/5/5)

RECOMMENDATION

That the Public Works & Transportation Committee recommend City Council:
Approve a budget appropriation of $90,585 for the Oxnard Boulevard & Saviers Road Signal Improvements PW 19-97 (Project No. 173102). This amount includes $20,475 from the fund balance of the Circulation System Improvement Fees (Fund 354) and an increase in Highway Safety Improvement Program (HSIP) grant revenue (Fund 275) of $70,110.

BACKGROUND

The Oxnard Boulevard & Saviers Road Signal Improvements (Project), as identified in the 2019-2024 Capital Improvement Program (CIP), (previously identified as Traffic Signal-Various Locations prior to 2019-2024 CIP) will design traffic signal improvements at five intersections (see attached Map):

- Oxnard Boulevard at Fifth Street
- Saviers Road at Elm Street
- Saviers Road at Bryce Canyon Road
- Saviers Road at Bard Road
- Saviers Road at Pleasant Valley Road

Scope includes designing new signal poles, mast arms, signal heads, protected left-turn phasing, LED lighting, detection loops and ADA improvements.

DISCUSSION

The Project was advertised for consultants to prepare Plans, Specifications & Estimates (PS&E) on July 15, 2019, with proposals due on August 14, 2019. The City Engineer, City Traffic Engineer, and Transportation Planner evaluated proposals for completeness, qualifications & experience, organization & approach, scope of services, schedule of work, conflict of interest, and references.

The City received six proposals and Kimley-Horn was selected as the most qualified. The Consultant's

insurance coverage has been documented and verified. The total estimate for contract 8791-19-PW is $137,270 and can be executed by the City Manager pursuant to the Purchasing Policy. Staff time project management is estimated to be $15,000. The Project is funded in part by a previously recognized $78,210 federal Highway Safety Improvement (HSIP) grant fund (275) and $8,690 of Circulation System Improvement Fees fund (354). In order to fully fund the PS&E Phase, the City's Transportation Planner secured an additional $70,110 in federal HSIP grant funding and Staff is requesting an additional $20,475 from fund (354). The construction phase for this project has been programmed in the CIP in Fiscal Year 2020-21.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Objective 4a. Implement CIP plans.

FINANCIAL IMPACT

Approval of this recommendation will appropriate $20,475 from the fund balance of Circulation System Improvement Fees (Fund 354) and appropriate $70,110 of additional HSIP grant revenue (Fund 275) for Oxnard Boulevard & Saviers Road Signal Improvements PW 19-97 (Project 173102). After this appropriation request, the projected FY 2019-20 ending unassigned fund balance of Circulation System Improvement Fees (Fund 354) is $6.72 million.

Prepared by: Debbie O'Leary, Transportation Planner

ATTACHMENTS

1. Kimley-Horn Cost Proposal
2. Project Location Map (1)
3. BA 8791 (4)
4. Kimley-Horn 8791-19-PW do
5. PowerPoint Kimley Horn Final

CITY OF OXNARD
Oxnard Boulevard & Saviers Road Signal Improvements-PW19-97

			Kimley-Horn and Associates, Inc.													
194.28%	Overhead%	Name	Bob Blume	Sri Chakravarthy	Jean Fares	Sowmya Chandrasekhar	Nicole Dias	Roxannabelle Perfecto	Zach McFann	Matt Stewart	Jared Chrisman	Professional	Analyst	Project Support		
193.59%	Overhead% w/o FCCM	Category/Title	Principal-In-Charge	Project Manager	QA/QC	Professional II	Professional II	Professional I	Analyst	Analyst	Analyst					
10%	Fee%	Direct Rate	$102.40	$68.76	$87.98	$61.30	$52.42	$46.16	$39.20	$38.72	$34.38	$55.64	$35.82	$32.03	Total Hours	Total Cost
		Billing Rate	$331.41	$222.53	$284.74	$198.39	$169.65	$149.39	$126.87	$125.31	$111.27	$180.07	$115.93	$103.66		
Task 1:	**Project Management**		**2**	**32**		**8**			**22**					**6**	**70**	**$ 12,784.06**
1.1	Project Management		2	20		8			10					6	46	$ 8,591.26
1.2	Meetings			12					12						24	$ 4,192.81
Task 2:	**Utility Coordination and Field Investigation**			**4**		**2**			**26**		**30**		**50**		**112**	**$ 13,719.83**
2.1	Utility Coordination			2		2			6		10		10		30	$ 3,874.99
2.2	Field Investigation			2					20		20		40		82	$ 9,844.84
Task 3:	**PS&E**		**4**	**60**	**19**	**36**	**14**	**26**	**188**	**22**	**240**	**20**	**48**	**10**	**687**	**$ 97,003.54**
3.1	Plans		4	46	15	20	14	26	142	22	240	20		10	559	$ 78,174.48
3.2	Project Specifications			8	2	16			30				20		76	$ 11,648.54
3.3	Opinion and Probable Cost			6	2				16				28		52	$ 7,180.51
Task 4	**Bid Phase Support**			**5**					**5**						**10**	**$ 1,747.00**
4.1	Bid Phase Support			5					5						10	$ 1,747.00
		TOTAL HOURS	**6**	**101**	**19**	**46**	**14**	**26**	**241**	**22**	**270**	**20**	**98**	**16**	**879**	
		Subtotal Labor:	**$ 1,988.44**	**$ 22,475.95**	**$ 5,410.01**	**$ 9,125.97**	**$ 2,375.12**	**$ 3,884.19**	**$ 30,574.82**	**$ 2,756.89**	**$30,042.11**	**$3,601.45**	**$ 11,360.89**	**$ 1,658.59**		**$ 125,254.44**
	Other Direct Costs															**$ 2,490.27**
	Labor Escalation															$ 626.27
	Mileage															$ 464.00
	Travel															$ 400.00
	Outside Printing															$ 800.00
	Mailings/Courier/Overnight Delivery															$ 200.00
		TOTAL COST:														**$ 127,744.71**

	OPTIONAL TASK															
Task 5	**Construction Support**		**0**	**20**	**0**	**0**	**0**	**0**	**40**	**0**	**0**	**0**	**0**	**0**		
5.1	Construction Support for Changes to Design			20					40						60	$ 9,525.34
																$ -
		Subtotal Labor and Hours for Optional Task:													**60**	**$ 9,525.34**
		TOTAL COST with Optional Task:														**$ 137,270.06**

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Kimley-Horn and Associates, Inc.

Project No. HSIPL-5129(093) Contract No. _____ Date 8/29/2019

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate*	Total
Principal In Charge	Bob Blume	6	$102.40	$ 614.40
Project Manager	Sri Chakravarthy	101	$68.76	$ 6,944.76
QA/QC	Jean Fares	19	$87.98	$ 1,671.62
Professional II	Sowmya Chandrasekhar	46	$61.30	$ 2,819.80
Professional II	Nicole Dias	14	$52.42	$ 733.88
Professional I	Roxannabelle Perfecto	26	$46.16	$ 1,200.16
Analyst	Zach McFann	241	$39.20	$ 9,447.20
Analyst	Matt Stewart	22	$38.72	$ 851.84
Analyst	Jared Chrisman	270	$34.38	$ 9,282.60
Professional	TBD	20	$55.64	$ 1,112.80
Analyst	TBD	98	$35.82	$ 3,510.36
Project Support	TBD	16	$32.03	$ 512.48

LABOR COSTS

a) Subtotal Direct Labor Costs $ 38,701.90

b) Anticipated Salary Increases (see page 2 for calculation) $ 193.51

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] **$ 38,895.41**

INDIRECT COSTS

d) Fringe Benefits (Rate: 40.71%) e) Total Fringe Benefits [(c) x (d)] $ 15,834.32

f) FCCM (Rate: 0.69%) g) Overhead [(c) x (f) $ 268.38

h) General and Administrative (Rate: 152.88%) i) Gen & Admin [(c) x (h)] $ 59,463.30

j) **TOTAL INDIRET COSTS** [(e) + (g) + (i)] **$ 75,566.00**

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (e) + (i)* fixed fee 10%] **$ 11,419.30**

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	800	Fed Rate	$0.58	$ 464.00
Travel			$0.00	$ 400.00
Outside Printing			$0.00	$ 800.00
Mailings/Courier/Overnight Delivery			$0.00	$ 200.00

l) **TOTAL OTHER DIRECT COSTS** **$ 1,864.00**

m) **SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: $

(m) TOTAL SUBCONSULTANS' COSTS **$ -**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ 1,864.00**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 127,744.71**

Exhibit 10-H Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
(Calculations for Anticipated Salary Increases)

Consultant Kimley-Horn and Associates, Inc. Contract No. _____ Date 8/29/2019

1. Calculate average hourly rate for 1st Period of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**Contract Duration**
$ 38,701.90	/	879	=	$44.03	Period 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Period 1	$44.03	+	5%	=	$46.23	Period 2 Avg Hourly Rate
Period 2	$46.23	+	5%	=	$48.54	Period 3 Avg Hourly Rate
Period 3	$48.54	+	5%	=	$50.97	Period 4 Avg Hourly Rate
Period 4	$50.97	+	5%	=	$53.52	Period 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Period 1	90.00%	*	879	=	791.1	Estimated Hours Period 1
Period 2	10.00%	*	879	=	87.9	Estimated Hours Period 2
Period 3	0.00%	*	879	=	0	Estimated Hours Period 3
Period 4	0.00%	*	879	=	0	Estimated Hours Period 4
Period 5	0.00%	*	879	=	0	Estimated Hours Period 5
Total	100%		Total	=	879	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Period 1	$44.03	*	791.1	=	$34,831.71	Estimated Hours Period 1
Period 2	$46.23	*	87.9	=	$4,063.70	Estimated Hours Period 2
Period 3	$48.54	*	0	=	$0.00	Estimated Hours Period 3
Period 4	$50.97	*	0	=	$0.00	Estimated Hours Period 4
Period 5	$53.52	*	0	=	$0.00	Estimated Hours Period 5

Total Direct Labor Cost with Escalation	=	$38,895.41	
Direct Labor Subtotal before escalation	=	$38,701.90	
Estimated total of Direct Labor Salary Increase	=	**$193.51**	Transfer to Page 1

Period 1 = Contract inception through 6/30/20 Period 2 = 7/1/20 through 6/30/21 Period 3 = 7/1/21 through 6/30/22
Period 4 = 7/1/22 through 6/30/23 Period 5 = 7/1/23 through 6/30/24

Exhibit 10-H1 Cost Proposal

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Anthony Podegracz

Title*: Vice President

Signature: Anthony Podegracz

Date of Certification (mm/dd/yyyy): 8/29/2019

Email: anthony.podegracz@kimley-horn.com

Phone Number: 213-261-4040

Address: 660 S. Figueroa St., Suite 2050, Los Angeles, CA 90017

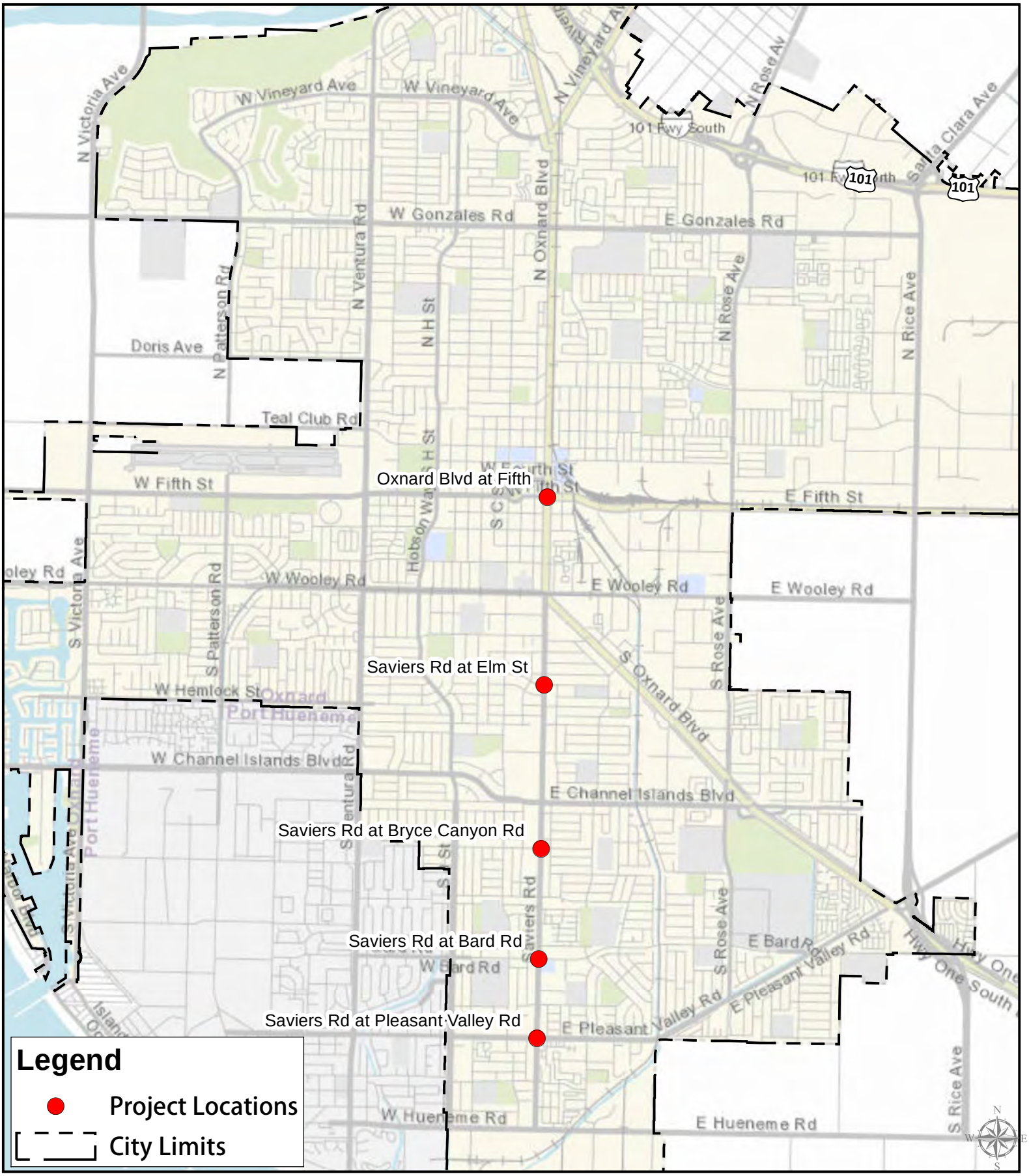
*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Engineering Services

OXNARD BOULEVARD & SAVIERS ROAD SIGNAL IMPROVEMENTS (PW19-97): EXHIBIT 14 - PROJECT LOCATION

ITEM #D-2



Created by:
CITY OF OXNARD
Geographic Information Systems Division
July 2019

2,000 0 2,000 4,000 Feet

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The City does not make any representations or warranties regarding the use, accuracy, reliability, and/or completeness of this map and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.

Data Source:
City of Oxnard GIS Division
County of Ventura GIS Program

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works **Date:** January 14, 2020

Project/Program Manager: Debbie O'Leary **Phone:** x5283

Reason for Appropriation:

Recognize grant revenue from the Caltrans Highway Safety Improvement Program (HSIP) grant; and appropriate local funds from Fund 354 (Circulation System Improvement Fees), for the design of traffic signal improvements along Oxnard Boulevard and Saviers Road, PW 19-97, Project 173102.

Accounts and Descriptions		AMOUNT
Fund: 275-FEDERAL TRANSPORTATION GRANT		
Revenues/Transfers In		
Oxnard Boulevard & Saviers Road Signal Improvements/Traffic Signal Various Location (Project 173102)		
275-3109-531.72-01	FEDERAL GRANT REVENUE	70,110
	Sub-total Revenues	70,110
Expenditures/Transfers Out		
Oxnard Boulevard & Saviers Road Signal Improvements/Traffic Signal Various Location (Project 173102)		
275-3109-826.82-09	SVCS-OTHER PROF/CONTRACT	64,570
275-3109-826.84-51	SERVICES FROM OTHER PROG	5,540
	Sub-total Expenditures	70,110
	Net Change to Fund Balance	**0**
Fund: 354-CIRCULATION SYSTEM IMPROVEMENT FEES		
Expenditures/Transfers Out		
Oxnard Boulevard & Saviers Road Signal Improvements/Traffic Signal Various Location (Project 173102)		
354-3109-826.82-09	SVCS-OTHER PROF/CONTRACT	12,982
354-3109-826.84-51	SERVICES FROM OTHER PROG	7,493
	Sub-total Expenditures	20,475
	Net Change to Fund Balance	**(20,475)**
	Net Appropriation Change	**90,585**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only)_____

BA DOC.# (Finance)_____

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this 4th day of February, 2020, by and between the City of Oxnard, a municipal corporation (**"City"**), and Kimley-Horn and Associates, Inc. (**"Consultant"**). City and Consultant are sometimes individually referred to as **"Party"** and collectively as **"Parties."**

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated herein by this reference (the **"Services"** or collectively the **"Project"**). In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

Consultant shall undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Performing such services will not materially interfere with the Services to be performed for the City.

5. Coordination of Services

The Services shall be coordinated with Debbie O'Leary, Transportation Planner (**"Manager"**), subject to the direction of the City Manager or Public Works Director.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedule provided in **Exhibit B** attached hereto and incorporated herein by this reference. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Sri Chakravarthy as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular requirements.

12. Term of Agreement

This Agreement shall begin on February 4, 2020 and expire on February 4, 2023.

13. Termination

This Agreement may be terminated by City for cause or convenience and at no cost to the City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery

or mailing of such notice; however, if the City terminates the Agreement due in any part to a termination or reduction of State or federal funding, the termination shall be effective immediately upon the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant for Services successfully rendered, as determined solely by City, as of the effective date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $137,270 for the Services at rates provided in **Exhibit C** attached hereto and incorporated herein by this reference.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services.

c. Payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager. Consultant waives payment for any item not appearing on an invoice in the month in which such Services were rendered; in any case, Consultant shall not "back-charge" Services performed.

b. City must submit invoices to the granting agencies on its letterhead with its address formatted in accordance with the Local Assistance Procedures. Should City need any documentation or additional information from Consultant in order to submit City's invoices to the granting agencies, Consultant shall provide such documentation or additional information within ten (10) calendar days of the request from the City.

c. Consultant shall maintain current monthly records, books, documents, receipts, papers, accounts and other evidence pertaining to the Services performed and costs incurred.

Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

d. Consultant must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by Consultant. Consultant agrees to submit supporting backup documentation with invoices if requested by City or State. Acceptable backup documentation includes, but is not limited to, a progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of costs.

e. Consultant agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, *et seq*. and all applicable federal and State laws and regulations shall be used to determine the allowability of individual Project cost items.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services. Travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the Consultant or its subcontractors.

17. Non-Appropriation of Funds

a. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

b. Consultant acknowledges that this is a federally- and State-funded project. All contractual obligations of both the State and the federal government are subject to the appropriation of resources by the State Legislature and Congress, respectively, and the allocation of resources by various entities, including the California Transportation Commission (CTC) and the United States Department of Transportation. Payments, including those made from City matching funds, to be made to Consultant by City for the Services performed are contingent upon the City receiving all federal and State funding.

c. In the event of the imposition of additional conditions, delays, or a cancellation or reduction in funding, as approved by the Legislature, the CTC or the United States Department of Transportation, Consultant shall be excused from meeting the time and expenditure constraints set forth in the Project Financial Plan and the Project Schedule to the extent of such delay, cancellation or reduction and the Project documents will be amended to reflect the resultant necessary changes in Project funding, scope, or scheduling.

d. Federal and State funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and the State, which are incorporated herein by this reference.

18. Records

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services (**"documents and materials"**) shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

a. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section 19 in all contracts

with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

b. City and State each reserve the right to conduct technical and financial audits of the work and records and Consultant agrees, and shall require its contractors and subcontractors to agree, to cooperate with City, State or both by making all appropriate and relevant records available for audit and copying as required in section 19(c).

c. Consultant and its contractors and subcontractors shall each maintain and make available for inspection and audit by City, State, the California State Auditor, or any duly authorized representative of State or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement or any subcontractor's agreement related to the Services, including, but not limited to, the costs of administering the Agreement. Consultant shall furnish copies thereof if requested. All of the above-referenced parties shall make such agreements and all contract materials available at their respective offices at all reasonable times during the entire Term and for three (3) years from the date of submission of the final expenditure report by the State to the FHWA.

d. Consultant shall maintain and make available to the City all documents related to the Services, including without limitation engineering, financial and other data, and methodologies and assumptions used in the determination of Project benefits during the course of the Project, and retain those records for four (4) years from the date of the final closeout of the Project. The Transportation Inspector General of the Independent Office of Audits and Investigations has the right to audit records relating to the Project, including technical and financial data, of the Department of Transportation, the State, the City, Consultant, and any sub-consultants at any time during the course of the Project and for four (4) years from the date of the final closeout of the Project. Therefore, all Project records shall be maintained and made available at the time of request. Financial records will be maintained, and audits will be conducted, in accordance with Generally Accepted Government Auditing Standards.

e. City may request Consultant to submit copies of documents or provide other information to the City for use in its submissions to the agencies affiliated with the grant funds, in which case Consultant shall provide such copies or information to the City as fast as possible, but in no case later than ten (10) calendar days thereafter.

20. Monthly or Quarterly Review

Subject to the discretion of State, City and State shall conduct, on a monthly and/or quarterly basis, on-site reviews of all aspects of the progress of the Project. City has already agreed, during each monthly and/or quarterly progress review, to inform the State regarding:

a. Whether the Project is proceeding on schedule and within budget;

b. Any requested changes to the Project Description, Scope of Work, Project Schedule, Overall Funding Plan, or Project Financial Plan contained in documents between the two entities;

c. Major construction accomplishments during the month and/or quarter;

d. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties;

e. The status of the Project budget; and

f. The status of critical elements of the Project.

Monthly and/or quarterly reviews of City's progress will include consideration of whether reported implementation activities are within the scope of the Project and in compliance with State laws, regulations, and administrative requirements. Should State or City request any information for any such monthly or quarterly review, Consultant shall immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City. If any such information is or may be kept by Consultant's contractors and subcontractors, Consultant shall immediately notify all such contractors and subcontractors and ensure they immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City.

21. Financial System

Consultant, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred costs and matching funds by line item for the Services. The financial management system of Consultant, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by City or State. All accounting records and other supporting papers of Consultant, its contractors and subcontractors connected with Project performance under this Agreement shall be maintained for a minimum of three (3) years and/or bond requirements from the date of final payment to Consultant by the City, or to the City by the grants, whichever is later in time, and shall be held open to inspection, copying, and audit by representatives of State, the California State Auditor, auditors representing the federal government, the City, and auditors representing the City. Copies thereof will be furnished by Consultant, its contractors and subcontractors upon receipt of any request made by any such governmental entity or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, the State, federal government or City will rely to the maximum extent possible on any prior audit of the City pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the City's external and internal auditors may be relied upon and used when planning and conducting additional audits.

22. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

23. Hold Harmless, Indemnity and Defense

a. Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, CTC, State, all of their legislative bodies, and all of their officials, officers, employees and agents (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type or

cause to the extent that the liabilities arise out of, pertain to, or relate to the negligence, recklessness, or willful omission or misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, suits, actions, losses, allegations, damages, penalties, fines, and judgments, including but not limited to tortious, contractual, inverse condemnation or other theories or assertions of liability; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution (singularly a **"Claim"** and collectively the **"Claims"**).

b. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney to the extent required by the paragraph above immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. An allegation or determination that persons other than Consultant (excluding City) are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party to the extent required by the paragraph above. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party.

c. For services under both sections 23a and 23b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

24. Insurance

Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in **Exhibit INS-A**, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-A.** Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-A**. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

25. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

d. Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

26. Conflict of Interest

a. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a **"governmental decision"** as described in Title 2, section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

b. Attached hereto as Exhibit F and incorporated herein by this reference is the Federal Lobbying Activities Certification, which Consultant shall separately sign and submit to the City immediately; this Agreement shall be of no force and effect until Consultant signs and submits the form in Exhibit F to the City.

27. Assignability of Agreement

This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

28. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

29. Fair Employment Practices

a. All persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. During the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant shall state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

e. Consultant shall comply with: (1) section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in federally assisted programs; (2) the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability irrespective of funding; and (3) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

f. Consultant shall comply with the requirements of the Fair Employment Practices Addendum and the Nondiscrimination Assurances, which are attached hereto as Exhibits D and E, respectively, and incorporated herein by this reference. Any agreement entered into by Consultant with a third party for performance of work related to this Agreement shall incorporate these exhibits with third party's name replacing Consultant as essential parts of such agreement to be enforced by that third party as verified by Consultant.

30. Americans with Disabilities Act; Access for Persons with Disabilities

a. Consultant shall comply with, and ensure that all of its subconsultants and subcontractors shall comply with, the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

b. If disabled access review by the Department of General Services (Division of the State Architect) is required by law for the Project, Consultant shall conform all plans and

specifications for such facilities to the provisions of California Government Code sections 4450 and 4454 as well as Title 24 of the California Code of Regulations.

31. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended

Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal government and the Regional Office of the Environmental Protection Agency (EPA).

32. Energy Efficiency

Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

33. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

34. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

35. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

36. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

37. Compliance with Laws

a. Consultant shall comply with, and shall ensure its subcontractors and vendors

comply with, all City, State, and federal ordinances, laws, statutes, regulations (including Title 23 Code of Federal Regulation [**"CFR"**] and 2 CFR Part 200), policies and procedures (including those set forth in the California Project Development Procedures Manual, Highway Design Manual, Local Assistance Procedures Manual and the Local Assistance Program Guidelines and all procedural and instructional memoranda as well as the California Transportation Commission SB1 Accountability and Transparency Guidelines, Trade Corridors Enhancements Program [**"TCEP"**] Guidelines, Local Partnership Program [**"LPP"**] Guidelines, Solutions for Congested Corridors Program [**"SCCP"**] Guidelines and related policies) now or hereafter in force pertaining to the Services performed by Consultant pursuant to this Agreement.

b. Consultant shall comply with, and shall ensure its subcontractors and vendors comply with, 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code [**"PCC"**] 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable State and federal regulations. Any costs for which Consultant has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable State and federal regulations, are subject to repayment by Consultant to City, even if Consultant has already expended such funds on subcontractors. Should Consultant fail to refund any moneys due upon written demand by City as provided hereunder, or should Consultant breach this Agreement by failing to complete Services without adequate justification and approval by City, then, within ten (10) calendar days of demand, or within such other period as may be agreed to in writing between the parties, City may withhold or demand a transfer of an amount equal to the amount paid by or owed to City from future apportionments, or any other funds due Consultant, and/or may withhold approval of future Consultant projects with the City.

c. Consultant is to comply with, and ensure its subconsultants and subcontractors comply with, all CTC resolutions as adopted or currently amended as well as the guidelines, and policies applicable to State- funded programs (or projects) including, but not limited to, Section 190, State Highway Account, Public Transportation Account, Proposition I8, Proposition IA, and the Road Repair and Accountability Act of 2017, respectively.

38. Debarment

Consultant certifies that neither it nor its principals are suspended or debarred at the time of the execution of this Agreement and are not listed on the government wide Excluded Parties List System in the System for Award Management (SAM). Consultant agrees that it will notify City immediately in the event a suspension or a debarment occurs after the execution of this Agreement.

39. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

40. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

41. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

42. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

43. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

44. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

45. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to 660 South Figueroa Street, Suite 2050, Los Angeles, CA 90017.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Transportation Division, 305 West Third Street, East Wing Second Floor, Oxnard, California 93030, Attention: Debbie O'Leary.

46. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

47. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

_____ _____
Alexander Nguyen, City Manger — Date

APPROVED AS TO FORM:

_____ _____
Stephen M. Fischer, City Attorney — Date

KIMLEY-HORN AND ASSOCIATES, INC.

_____ _____
Robert D. Blume, Vice President — Date

_____ _____
Sri Chakravarthy, Vice President — Date

EXHIBIT A

SCOPE OF SERVICES

Scope of Services

The scope of work below covers the requirements that are specified in the City's RFP, as well as supplemental information based on our experience on similar projects. We have included a deliverable-based approach to scope the project during design, bidding, and construction phases (Tasks 1-4, and one optional task).

Task 1: Project Management, Meetings, and Coordination

The Kimley-Horn team has developed a schedule based upon our experience delivering other similar projects. We have developed a successful project management approach consisting of the following proven fundamentals:

- Schedule and conduct a project kick-off meeting and up to three (3) progress meetings, including a pre-bid meeting and a bid review meeting.
- Kimley-Horn's project manager will be responsible for providing and updating the project schedule and will manage the project team, set up meetings, and overall project coordination and management.
- Prepare monthly progress reports and supporting data. The progress report shall include accomplished tasks for the month, anticipated progress for the next month, pending issues, and schedule completion target dates.
- Maintain a quality control plan during the entire course of the project.

Deliverables for this task:

- Provide project management and prepare monthly invoices (assuming 6 months and 2 months of bidding phase)
- Prepare project schedule and updates (assume 4 revisions)
- Attend in-person progress meetings and meeting summaries (assume up to 4 meetings with City staff, City Council, or other agency staff)

Task 2: Utility Coordination and Field Investigation

Kimley-Horn will perform a field visit to document the location features, such as signing and striping, curb/gutter, sidewalk, and the presence of above-ground and visible below-group utilities. We will also note the locations of proposed conduit, pull boxes, traffic signal poles and curb ramps—examining existing traffic signal equipment and completing an inventory of traffic signal cabinet equipment. A portion of this effort has already been completed in the assessments provided after this scope of work. Photographs of all traffic signal controller cabinets- showing all contents front and back- and of potential problems locations or issues requiring special attention, will be taken at all project locations during the field visit and maintained in electronic photo logs with written descriptions.

Kimley-Horn will send Utility Notices (preliminary and final notices), in the form provided by the City, to utility companies and agencies with facilities located within the limits of the project. We will identify possible conflicts and incorporate into design as appropriate. Utility information received from utility companies will be included on the project base plans. In addition, we will visually verify utilities in the field so that they are shown correctly on the plans. Kimley-Horn will also coordinate with the utility companies/agencies in the event of any conflicts or relocations. We will coordinate the potholing of utilities at up to five (5) locations in order to determine the depth and to verify the location of the facility.

Deliverables for this task:

- Field photo logs with written descriptions for City records
- Utility notification and coordination

Task 3: Plans, Specifications, and Estimate

Kimley-Horn will prepare design plans, specifications, and opinions of probable construction cost estimates (PS&E). We will utilize as- built street improvement, striping, or traffic signal plans provided by the City for preparation of base plans. The plans will be prepared in accordance with the City of Oxnard standards. The PS&E package will include the following:

- Design plans will be prepared using AutoCAD and electronic files will be submitted to the City.
- Construction specifications will be consistent with the City's format.
- An itemized bid schedule and opinions of probable construction cost (OPCC) will be prepared. The detailed quantities will be submitted at multiple design stages. We will address one round of consolidated comments per submittal and changes will be incorporated into the subsequent submittal.
- The complete set of bid package, including OPCC, will be prepared in Microsoft Word and an electronic copy will be submitted to the City.

3.1 **Plans.** Kimley-Horn will prepare traffic signal modification plans for upgrades to the following signalized intersections for the purpose of modifying the traffic signals as described in the RFP.

- Oxnard Boulevard at Fifth Street
- Saviers Road at Elm Street
- Saviers Road at Bryce Canyon Avenue/Thomas Avenue
- Saviers Road at Bard Road
- Saviers Road at Pleasant Valley Road

All traffic signal modification plans shall be prepared at 1" = 20' scale using AutoCAD 2018 or later format and will show all utilities and existing above ground features.

Completed project plans shall include the following:

- Title Sheet (1 sheet)
- General Notes Sheet (1 sheet)
- Traffic Signal Modification Design Plans (5 sheets)
- Construction Details including signal striping, curb ramp, and interconnect details (up to 3 sheets)

Project plans that are not currently included in this scope include separate signing and striping plans, interconnect (fiber-optic) design plans, traffic control plans, street lighting plans, and any civil engineering plans. These plan sheets could be added on as additional optional project plans.

Kimley-Horn will prepare and submit the design plans at three levels of completion as identified below:

- Preliminary (65%) Plans
- Pre-Final (95%) Plans

- Final (100%) Plans

Deliverables for this task:

At 65% and 95% completion levels, the following will be provided for submittal:

- Two (2) sets of the plans consisting of full-size 24”x36” black line prints printed on bond paper
- One (1) digital file of the plans in PDF format

At 100% completion level, the following will be provided for submittal:

- One (1) set of the plans plotted on mylar film suitable for reproduction by the City
- Two (2) sets of the plans consisting of full-size 24”x36” black line prints printed on bond paper
- One (1) digital file of the construction plans in PDF format
- Digital copy of AutoCAD drawing files in DWG format

3.2 **Project Specifications.** Kimley-Horn will prepare project technical specifications in Microsoft Word format for incorporation into the City’s boilerplate. We will prepare and submit the specifications at three levels of completion (65%, 95%, and Final), as defined below (together with the corresponding project plans and OPCC).

Deliverables for this task:

At 65% and 95% completion level, the following will be provided for submittal:

- Two (2) sets of the technical specifications printed on letter-sized paper and staple bound
- One (1) digital file of the specifications in PDF format

At 100% completion level, the following will be provided for submittal:

- One (1) set of the contract specifications printed on standard white letter-sized paper, submitted unbound, and suitable for reproduction by the City
- Digital copy of Microsoft Word file(s) in DOC format

3.3 **Opinion of Probable Construction Costs (OPCC).** Kimley-Horn will prepare an opinion of probable construction cost in Microsoft Excel format. The OPCC shall include construction contract line items, quantities based on plan takeoffs, and unit prices based on current readily available industry construction prices. We will prepare and submit the OPCC at three levels of completion (65%, 95%, and Final), as defined below (together with the corresponding project plans and specifications).

Deliverables for this task:

At 65% and 95% completion level, the following will be provided for submittal:

- Two (2) sets of the engineer’s OPCC printed on letter-sized paper and staple bound
- One (1) digital file in PDF format

At 100% completion level, the following will be provided for submittal:

- One (1) set of the engineer's OPCC printed on standard white letter-sized paper
- Digital copy of Microsoft Excel file(s) in XLS format

Task 4: Bid Phase Support

The Kimley-Horn team will provide the following services under this task. We have assumed a bid phase duration of 2 months:

- Review and respond to bidder questions regarding the PS&E package
- Assist the City with the preparation of any necessary addendum(s)

Deliverables for this task:

- Bid Phase Support Services

Optional Task: Construction Support

Per the RFP, it will be at the City's discretion to retain the selected Consultant for construction support involving changes to design. If construction support for changes to design is desired by the City, the Kimley-Horn team will provide the following services under this task. We have assumed a construction duration of 12 months:

- Kimley-Horn's project manager will attend the pre-construction meeting and site meetings with the City and the contractor, and within the budget allocated in this task.
- Review and respond to shop drawing submittal for conformity with the plans and specs

- Review and respond to Request for Information (RFI) or Change Request (CR) from the City or Contractor within three working days
  from the time of notice
- Review design change request and prepare new design plans, if needed
- Maintain a log of all changes (either clouded or clearly described) to approved plan set
- Assist City's project manager in reviewing and making recommendations to Contract Change Order—and in preparing an opinion of probable cost for cost analysis of change order work
- Prepare record drawings upon completion of the project based upon the red lined plans from the Contractor and their subcontractors. Final record drawing will need to be both in electronic files (CAD and PDF) and mylars.

EXHIBIT B

SCHEDULE OF SERVICES

Time is of the essence for this project due to the Caltrans Congestion Mitigation Air Quality (CMAQ) grant funding. The City intends to issue the Notice to Proceed (NTP) to the selected Consultant after City Council action. The Consultant shall begin work as soon as the NTP is issued. City anticipates a construction bid-ready PS&E package to be completed within six (6) months of the NTP.

EXHIBIT C
COMPENSATION RATES
(see attached tables that follow)

* In any case, payments to Consultant for related travel and subsistence (per diem) expenses of Consultant forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by Consultant are in excess of DPA rates, Consultant is responsible for the cost difference, and any overpayments inadvertently paid by City shall be reimbursed to City by Consultant on demand within thirty (30) days of such invoice.

CITY OF OXNARD
Oxnard Boulevard & Saviers Road Signal Improvements-PW19-97

			Kimley-Horn and Associates, Inc.													
194.28%	Overhead%	Name	Bob Blume	Sri Chakravarthy	Jean Fares	Sowmya Chandrasekhar	Nicole Dias	Roxannabelle Perfecto	Zach McFann	Matt Stewart	Jared Chrisman	Professional	Analyst	Project Support		
193.59%	Overhead% w/o FCCM	Category/Title	Principal-In-Charge	Project Manager	QA/QC	Professional II	Professional II	Professional I	Analyst	Analyst	Analyst					
10%	Fee%	Direct Rate	$102.40	$68.76	$87.98	$61.30	$52.42	$46.16	$39.20	$38.72	$34.38	$55.64	$35.82	$32.03	Total Hours	Total Cost
		Billing Rate	$331.41	$222.53	$284.74	$198.39	$169.65	$149.39	$126.87	$125.31	$111.27	$180.07	$115.93	$103.66		
Task 1:	**Project Management**		**2**	**32**		**8**			**22**					**6**	**70**	**$ 12,784.06**
1.1	Project Management		2	20		8			10					6	46	$ 8,591.26
1.2	Meetings			12					12						24	$ 4,192.81
Task 2:	**Utility Coordination and Field Investigation**			**4**		**2**			**26**		**30**		**50**		**112**	**$ 13,719.83**
2.1	Utility Coordination			2		2			6		10		10		30	$ 3,874.99
2.2	Field Investigation			2					20		20		40		82	$ 9,844.84
Task 3:	**PS&E**		**4**	**60**	**19**	**36**	**14**	**26**	**188**	**22**	**240**	**20**	**48**	**10**	**687**	**$ 97,003.54**
3.1	Plans		4	46	15	20	14	26	142	22	240	20		10	559	$ 78,174.48
3.2	Project Specifications			8	2	16			30				20		76	$ 11,648.54
3.3	Opinion and Probable Cost			6	2				16				28		52	$ 7,180.51
Task 4	**Bid Phase Support**			**5**					**5**						**10**	**$ 1,747.00**
4.1	Bid Phase Support			5					5						10	$ 1,747.00
		TOTAL HOURS	**6**	**101**	**19**	**46**	**14**	**26**	**241**	**22**	**270**	**20**	**98**	**16**	**879**	
		Subtotal Labor:	**$ 1,988.44**	**$ 22,475.95**	**$ 5,410.01**	**$ 9,125.97**	**$ 2,375.12**	**$ 3,884.19**	**$ 30,574.82**	**$ 2,756.89**	**$30,042.11**	**$3,601.45**	**$ 11,360.89**	**$ 1,658.59**		**$ 125,254.44**
	Other Direct Costs															**$ 2,490.27**
	Labor Escalation															$ 626.27
	Mileage															$ 464.00
	Travel															$ 400.00
	Outside Printing															$ 800.00
	Mailings/Courier/Overnight Delivery															$ 200.00
		TOTAL COST:														**$ 127,744.71**

	OPTIONAL TASK															
Task 5	**Construction Support**		**0**	**20**	**0**	**0**	**0**	**0**	**40**	**0**	**0**	**0**	**0**	**0**		
5.1	Construction Support for Changes to Design			20					40						60	$ 9,525.34
																$ -
		Subtotal Labor and Hours for Optional Task:													**60**	**$ 9,525.34**
		TOTAL COST with Optional Task:														**$ 137,270.06**

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
(Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant Kimley-Horn and Associates, Inc.

Project No. HSIPL-5129(093) Contract No. _____ Date 8/29/2019

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate*	Total
Principal In Charge	Bob Blume	6	$102.40	$ 614.40
Project Manager	Sri Chakravarthy	101	$68.76	$ 6,944.76
QA/QC	Jean Fares	19	$87.98	$ 1,671.62
Professional II	Sowmya Chandrasekhar	46	$61.30	$ 2,819.80
Professional II	Nicole Dias	14	$52.42	$ 733.88
Professional I	Roxannabelle Perfecto	26	$46.16	$ 1,200.16
Analyst	Zach McFann	241	$39.20	$ 9,447.20
Analyst	Matt Stewart	22	$38.72	$ 851.84
Analyst	Jared Chrisman	270	$34.38	$ 9,282.60
Professional	TBD	20	$55.64	$ 1,112.80
Analyst	TBD	98	$35.82	$ 3,510.36
Project Support	TBD	16	$32.03	$ 512.48

LABOR COSTS

a) Subtotal Direct Labor Costs $ 38,701.90

b) Anticipated Salary Increases (see page 2 for calculation) $ 193.51

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] **$ 38,895.41**

INDIRECT COSTS

d) Fringe Benefits (Rate: 40.71%) e) Total Fringe Benefits [(c) x (d)] $ 15,834.32

f) FCCM (Rate: 0.69%) g) Overhead [(c) x (f) $ 268.38

h) General and Administrative (Rate: 152.88%) i) Gen & Admin [(c) x (h)] $ 59,463.30

j) **TOTAL INDIRET COSTS** [(e) + (g) + (i)] **$ 75,566.00**

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (e) + (i)* fixed fee 10%] **$ 11,419.30**

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	800	Fed Rate	$0.58	$ 464.00
Travel			$0.00	$ 400.00
Outside Printing			$0.00	$ 800.00
Mailings/Courier/Overnight Delivery			$0.00	$ 200.00

l) **TOTAL OTHER DIRECT COSTS** **$ 1,864.00**

m) **SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: $

(m) TOTAL SUBCONSULTANS' COSTS **$ -**

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ 1,864.00**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 127,744.71**

Exhibit 10-H Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) contracts
(Calculations for Anticipated Salary Increases)

Consultant Kimley-Horn and Associates, Inc. Contract No. _____ Date 8/29/2019

1. Calculate average hourly rate for 1st Period of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	**Contract Duration**
$ 38,701.90	/	879	=	$44.03	Period 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Period 1	$44.03	+	5%	=	$46.23	Period 2 Avg Hourly Rate
Period 2	$46.23	+	5%	=	$48.54	Period 3 Avg Hourly Rate
Period 3	$48.54	+	5%	=	$50.97	Period 4 Avg Hourly Rate
Period 4	$50.97	+	5%	=	$53.52	Period 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total hours)

	Estimated % Completed Each Period		Total Hours per Cost Proposal		Total Hours per Period	
Period 1	90.00%	*	879	=	791.1	Estimated Hours Period 1
Period 2	10.00%	*	879	=	87.9	Estimated Hours Period 2
Period 3	0.00%	*	879	=	0	Estimated Hours Period 3
Period 4	0.00%	*	879	=	0	Estimated Hours Period 4
Period 5	0.00%	*	879	=	0	Estimated Hours Period 5
Total	100%		Total	=	879	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated Hours (calculated above)		Cost Per Period	
Period 1	$44.03	*	791.1	=	$34,831.71	Estimated Hours Period 1
Period 2	$46.23	*	87.9	=	$4,063.70	Estimated Hours Period 2
Period 3	$48.54	*	0	=	$0.00	Estimated Hours Period 3
Period 4	$50.97	*	0	=	$0.00	Estimated Hours Period 4
Period 5	$53.52	*	0	=	$0.00	Estimated Hours Period 5

Total Direct Labor Cost with Escalation	=	$38,895.41	
Direct Labor Subtotal before escalation	=	$38,701.90	
Estimated total of Direct Labor Salary Increase	=	**$193.51**	Transfer to Page 1

Period 1 = Contract inception through 6/30/20
Period 2 = 7/1/20 through 6/30/21
Period 3 = 7/1/21 through 6/30/22
Period 4 = 7/1/22 through 6/30/23
Period 5 = 7/1/23 through 6/30/24

Exhibit 10-H1 Cost Proposal

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Anthony Podegracz

Title*: Vice President

Signature: Anthony Podegracz

Date of Certification (mm/dd/yyyy): 8/29/2019

Email: anthony.podegracz@kimley-horn.com

Phone Number: 213-261-4040

Address: 660 S. Figueroa St., Suite 2050, Los Angeles, CA 90017

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Engineering Services

EXHIBIT INS-A

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. 8791-19-PW
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council,

officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

1/20

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG . $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. 8791-19-PW
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

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GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ❒ Per Occurrence ❒ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ❒ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address:

Telephone: (_____)___

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. 8791-19-PW
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature ____
(original signature required)
Telephone: (____)_____ Date Signed: _____

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AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ❒ Per Occurrence ❒ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ❒ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name:
Address:
Telephone: ( )

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. 8791-19-PW
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature ____
(original signature required)

Telephone: ( ) Date Signed _____

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EXHIBIT D

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, Consultant and its subconsultants and subcontractors will not discriminate, harass or allow harassment against any employee or applicant for employment because of race, color, sex, sexual orientation, religion or religious creed, ancestry or national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including but not limited to cancer), age, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Consultant will take affirmative action to ensure that employees are treated during employment without regard to their race, color, sex, sexual orientation, religion or religious creed, ancestry or national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including but not limited to cancer), age, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; evaluation; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and general treatment. Consultant shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section.

2. Consultant, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq. and 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapters 5 of Divisions 4 and 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and each of its subconsultants and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreements, as appropriate.

3. Consultant shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.

4. Consultant will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by State, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by State, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) State may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Consultant was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Consultant has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, State shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by State in securing the goods or services thereunder shall be borne and paid for by Consultant and by the surety under the performance bond, if any, and State may deduct from any moneys due or thereafter may become due to Consultant, the difference between the price named in the Agreement and the actual cost thereof to State to cure Consultant's breach of this Agreement.

EXHIBIT E

NONDISCRIMINATION ASSURANCES

CONSULTANT HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the State, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C.

2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the Regulations), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Consultant receives federal financial assistance from the Federal Department of Transportation. CONSULTANT HEREBY GIVES ASSURANCE THAT CONSULTANT will promptly take any measures necessary to effectuate this Agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations.

More specifically, and without limiting the above general assurance, Consultant hereby gives the following specific assurances with respect to its federal-aid Program:

1. That Consultant agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That Consultant shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the federal-aid program and, in adapted form, in all proposals for negotiated agreements:

Consultant hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That Consultant shall insert the clauses of Appendix A of this assurance in every agreement subject to the Act and the Regulations.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where Consultant receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where Consultant receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That Consultant shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Consultant with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-

aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid program.

8. That this assurance obligates Consultant for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates Consultant or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which Consultant retains ownership or possession of the property.

9. That Consultant shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that Consultant, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the Act, the Regulations, this Assurance and the Agreement.

10. That Consultant agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance.

11. Consultant shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any State assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. Consultant shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of State assisted contracts. Consultant's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 *et seq*.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to Consultant by State, acting for the U.S. Department of Transportation, and is binding on Consultant, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

Appendices A through D are attached hereto and incorporated herein by this reference.

APPENDIX A TO EXHIBIT E

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest (hereinafter collectively referred to as Consultant) agrees as follows:

(1) Compliance with Regulations: Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to Consultant's books, records, accounts, other sources of information, and its facilities as may be determined by State or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to State or the FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, State shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: Consultant shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any sub-agreement or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request State enter into such litigation to protect the interests of State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO EXHIBIT E

The following clauses shall be included in any and all deeds effecting or recording the transfer of Project real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that Consultant will accept title to the lands and maintain the Project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Consultant all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit D attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Consultant and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on Consultant, its successors and assigns.

Consultant, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and)*

(2) that Consultant shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended(;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the

U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said · land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT E

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by Consultant, pursuant to the provisions of Assurance 7(a) of Exhibit E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said {license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of Consultant and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT E

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Consultant, pursuant to the provisions of Assurance 7(b) of Exhibit E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said {license, lease, permit, etc.) had never been made or issued.

{Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of Consultant, and its assigns.

* Reverter clause and related language to be used only when ii is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

EXHIBIT F

FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. The undersigned certifies, to the best of his or her knowledge and belief, that:

a. No federal or state appropriated funds have been paid or will be paid, by or on behalf of Consultant or the undersigned, to any person for influencing or attempting to influence an officer or employee of any State or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the State Legislature or Congress, or any employee of a Member of the State Legislature or Congress in connection with the awarding of any State or federal contract, including this Agreement, the making of any State or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any State or federal contract, grant, loan, or cooperative contract.

b. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Agreement, grant, local, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

2. The undersigned shall require that the language of this certification be included in all lower tier sub-agreements and that all such sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Consultant:

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

ITEM #D-2

APPROPRIATE FUNDS FOR OXNARD BOULEVARD & SAVIERS ROAD SIGNAL IMPROVEMENTS PW 19-97

PUBLIC WORKS AND TRANSPORTATION COMMITTEE

January 14, 2020

Tatiana Arnaout
City Engineer

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works & Transportation Committee recommend City Council approve a budget appropriation of $90,585 for the Oxnard Boulevard & Saviers Road Signal Improvements PW 19-97 (Project No. 173102). This amount includes $20,475 from the fund balance of the Circulation System Improvement Fees (Fund 354) and an increase in Highway Safety Improvement Program (HSIP) grant revenue (Fund 275) of $70,110.

BACKGROUND

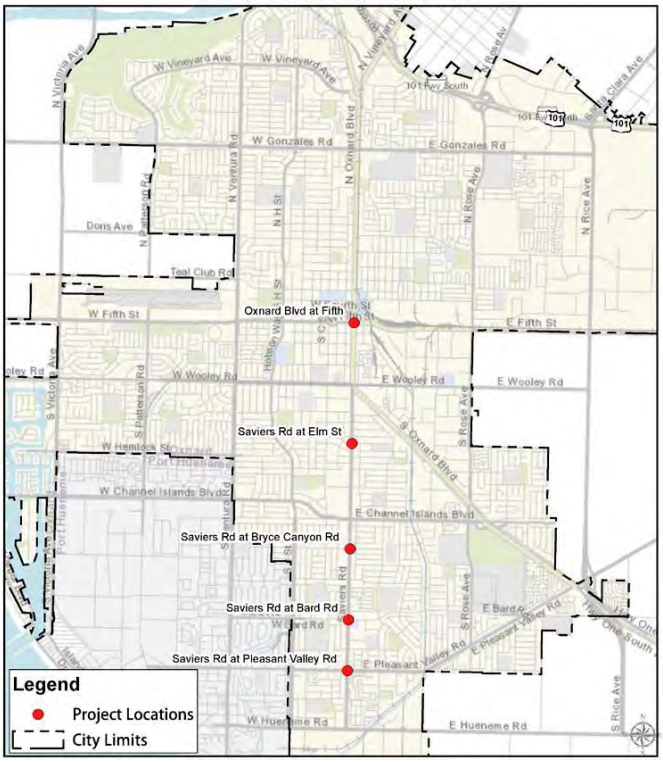
- The Oxnard Boulevard & Saviers Road Signal Improvements project was identified in the 2019-2024 Five Year Capital Improvement Program.

- Work includes designing new signal poles, mast arms, signal heads, protected left-turn phasing, LED lighting, detection loops and ADA improvements.

- Project locations include:
  - Oxnard Boulevard at Fifth Street
  - Saviers Road at Elm Street
  - Saviers Road at Bryce Canyon Road
  - Saviers Road at Bard Road
  - Saviers Road at Pleasant Valley Road

PROJECT LOCATION

OXNARD BOULEVARD & SAVIERS ROAD SIGNAL IMPROVEMENTS (PW19-97):
EXHIBIT 14 - PROJECT LOCATION



DISCUSSION

- The project was advertised for consultants to prepare Plans, Specifications & Estimates (PS&E) on July 15, 2019, with proposals due on August 14, 2019.
- The City received six proposals. The City Engineer, City Traffic Engineer, and Transportation Planner evaluated proposals for completeness, qualifications & experience, organization & approach, scope of services, schedule of work, conflict of interest and references.
- Kimley-Horn was selected as the most qualified consultant. The total estimated contract is $137,270.

DISCUSSION

- Staff time project management is estimated to be $15,000.
- The Project is funded in part by a previously recognized $78,210 federal Highway Safety Improvement (HSIP) grant fund (275) and $8,690 of Circulation System Improvement Fees fund (354).
- In order to fully fund the PS&E Phase, the City's Transportation Planner secured an additional $70,110 in federal HSIP grant funding and Staff is requesting an additional $20,475 from fund (354).
- The construction phase for this project has been programmed in the CIP in Fiscal Year 2020-21.

FINANCIAL IMPACT

Approval of this recommendation will appropriate $20,475 from the fund balance of Circulation System Improvement Fees (fund 354) and approproate $70,110 of additional HSIP grant revenue (Fund 275) for Oxnard Boulevard & Saviers Road Signal Improvements PW 19-97 (Project 173102). After this appropriation request, the projected FY 2019-20 ending unassigned fund balance of Circulation System Improvement Fees (fund 354) is $6.72 million.

CITY OF OXNARD CALIFORNIA

QUESTIONS?

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.3.

DATE: January 14, 2020

TO: Public Works and Transportation Committee

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Dokken Engineering 8792-19-PW Traffic Signal Modifications Project No. 183114. (5/5/5)

RECOMMENDATION

That the Public Works & Transportation Committee recommend the City Council:
1. Approve a budget appropriation of $164,355 to Traffic Signal Modifications PW 19-98 (Project No. 183114). This amount includes $14,685 from the fund balance of the Circulation System Improvement Fees (Fund 354) and an increase in Highway Safety Improvement Program (HSIP) grant revenue (Fund 275) of $149,670.
2. Authorize the Mayor to execute Agreement No. 8792-19-PW in the amount of $224,833 with Dokken Engineering for the Traffic Signal Modifications project PW 19-98 (Project No. 183114).

BACKGROUND

The Traffic Signal Modifications (Project), as identified in the 2019-2024 Capital Improvement Program (CIP), (previously identified as Citywide Signal Modifications prior to the 2019-2024 CIP) will design traffic signal improvements at seven intersections (see attached Map):

- Oxnard Boulevard at Fourth Street
- Oxnard Boulevard at Seventh Street
- Oxnard Boulevard at Date Street
- Ventura Road at Seventh Street
- Channel Islands Boulevard at Statham Boulevard
- Channel Islands Boulevard at Cloyne Street/Gisler Avenue
- Channel Islands Boulevard at J Street

Scope includes designing new signal poles, mast arms, signal heads, protected left-turn phasing, LED lighting, detection loops and ADA improvements.

DISCUSSION

The Project was advertised for consultants to prepare Plans, Specifications & Estimates (PS&E) on July 15, 2019, with proposals due on August 14, 2019. The City Engineer, City Traffic Engineer and Transportation Planner evaluated proposals for completeness, qualifications & experience, organization & approach, scope of services, schedule of work, conflict of interest and references.

The City received four proposals and Dokken Engineering was selected as the most qualified. The Consultant's insurance coverage has been documented and verified. The total estimate for contract 8792-19-PW is $224,833. Staff time for project management is estimated to be $24,000. The Project is funded in part by a previously recognized $93,150 federal Highway Safety Improvement (HSIP) grant fund (275) and $10,350 of Circulation System Improvement Fees fund (354). In order to fully fund the PS&E phase, the City's Transportation Planner secured an additional $149,670 in federal HSIP grant funding. Staff is requesting an additional $14,685 from fund (354). The construction phase for this project has been programmed in the CIP in Fiscal Year 2020-21.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Objective 4a. Implement CIP plans.

FINANCIAL IMPACT

Approval of this recommendation will appropriate $14,685 from the fund balance of Circulation System Improvement Fees (Fund 354) and appropriate $149,670 of additional HSIP grant revenue (Fund 275) for Traffic Signal Modifications PW 19-98 (Project 183114). After this appropriation request, the projected FY 2019-20 unassigned fund balance of Circulation System Improvement Fees (Fund 354) is $6.72 million.

Prepared by: Debbie O'Leary, Transportation Planner

ATTACHMENTS

1. Dokken Engineering 8792-19-PW do
2. Cost Proposal rev 1
3. BA
4. PowerPoint Dokken Engineering Final

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this 4th day of February, 2020 by and between the City of Oxnard, a municipal corporation (**"City"**), and Dokken Engineering (**"Consultant"**). City and Consultant are sometimes individually referred to as **"Party"** and collectively as **"Parties."**

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated herein by this reference (the **"Services"** or collectively the **"Project"**). In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

Consultant shall undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Performing such services will not materially interfere with the Services to be performed for the City.

5. Coordination of Services

The Services shall be coordinated with Debbie O'Leary, Transportation Planner (**"Manager"**), subject to the direction of the City Manager or Public Works Director.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedule provided in **Exhibit B** attached hereto and incorporated herein by this reference. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Mike Greer as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular requirements.

12. Term of Agreement

This Agreement shall begin on February 4, 2020 and expire on February 4, 2023.

13. Termination

This Agreement may be terminated by City for cause or convenience and at no cost to the City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery

or mailing of such notice; however, if the City terminates the Agreement due in any part to a termination or reduction of State or federal funding, the termination shall be effective immediately upon the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant for Services successfully rendered, as determined solely by City, as of the effective date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $224,833.19 for the Services at rates provided in **Exhibit C** attached hereto and incorporated herein by thisreference.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services.

c. Payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager. Consultant waives payment for any item not appearing on an invoice in the month in which such Services were rendered; in any case, Consultant shall not "back-charge" Services performed.

b. City must submit invoices to the granting agencies on its letterhead with its address formatted in accordance with the Local Assistance Procedures. Should City need any documentation or additional information from Consultant in order to submit City's invoices to the granting agencies, Consultant shall provide such documentation or additional information within ten (10) calendar days of the request from the City.

c. Consultant shall maintain current monthly records, books, documents, receipts, papers, accounts and other evidence pertaining to the Services performed and costs incurred.

Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

d. Consultant must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by Consultant. Consultant agrees to submit supporting backup documentation with invoices if requested by City or State. Acceptable backup documentation includes, but is not limited to, a progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of costs.

e. Consultant agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, *et seq*. and all applicable federal and State laws and regulations shall be used to determine the allowability of individual Project cost items.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services. Travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the Consultant or its subcontractors.

17. Non-Appropriation of Funds

a. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

b. Consultant acknowledges that this is a federally- and State-funded project. All contractual obligations of both the State and the federal government are subject to the appropriation of resources by the State Legislature and Congress, respectively, and the allocation of resources by various entities, including the California Transportation Commission (CTC) and the United States Department of Transportation. Payments, including those made from City matching funds, to be made to Consultant by City for the Services performed are contingent upon the City receiving all federal and State funding.

c. In the event of the imposition of additional conditions, delays, or a cancellation or reduction in funding, as approved by the Legislature, the CTC or the United States Department of Transportation, Consultant shall be excused from meeting the time and expenditure constraints set forth in the Project Financial Plan and the Project Schedule to the extent of such delay, cancellation or reduction and the Project documents will be amended to reflect the resultant necessary changes in Project funding, scope, or scheduling.

d. Federal and State funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and the State, which are incorporated herein by this reference.

18. Records

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services (**"documents and materials"**) shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

a. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section 19 in all contracts

with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

b. City and State each reserve the right to conduct technical and financial audits of the work and records and Consultant agrees, and shall require its contractors and subcontractors to agree, to cooperate with City, State or both by making all appropriate and relevant records available for audit and copying as required in section 19(c).

c. Consultant and its contractors and subcontractors shall each maintain and make available for inspection and audit by City, State, the California State Auditor, or any duly authorized representative of State or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement or any subcontractor's agreement related to the Services, including, but not limited to, the costs of administering the Agreement. Consultant shall furnish copies thereof if requested. All of the above-referenced parties shall make such agreements and all contract materials available at their respective offices at all reasonable times during the entire Term and for three (3) years from the date of submission of the final expenditure report by the State to the FHWA.

d. Consultant shall maintain and make available to the City all documents related to the Services, including without limitation engineering, financial and other data, and methodologies and assumptions used in the determination of Project benefits during the course of the Project, and retain those records for four (4) years from the date of the final closeout of the Project. The Transportation Inspector General of the Independent Office of Audits and Investigations has the right to audit records relating to the Project, including technical and financial data, of the Department of Transportation, the State, the City, Consultant, and any sub- consultants at any time during the course of the Project and for four (4) years from the date of the final closeout of the Project. Therefore, all Project records shall be maintained and made available at the time of request. Financial records will be maintained, and audits will be conducted, in accordance with Generally Accepted Government Auditing Standards.

e. City may request Consultant to submit copies of documents or provide other information to the City for use in its submissions to the agencies affiliated with the grant funds, in which case Consultant shall provide such copies or information to the City as fast as possible, but in no case later than ten (10) calendar days thereafter.

20. Monthly or Quarterly Review

Subject to the discretion of State, City and State shall conduct, on a monthly and/or quarterly basis, on-site reviews of all aspects of the progress of the Project. City has already agreed, during each monthly and/or quarterly progress review, to inform the State regarding:

a. Whether the Project is proceeding on schedule and within budget;

b. Any requested changes to the Project Description, Scope of Work, Project Schedule, Overall Funding Plan, or Project Financial Plan contained in documents between the two entities;

c. Major construction accomplishments during the month and/or quarter;

d. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties;

e. The status of the Project budget; and

f. The status of critical elements of the Project.

Monthly and/or quarterly reviews of City's progress will include consideration of whether reported implementation activities are within the scope of the Project and in compliance with State laws, regulations, and administrative requirements. Should State or City request any information for any such monthly or quarterly review, Consultant shall immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City. If any such information is or may be kept by Consultant's contractors and subcontractors, Consultant shall immediately notify all such contractors and subcontractors and ensure they immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City.

21. Financial System

Consultant, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred costs and matching funds by line item for the Services. The financial management system of Consultant, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by City or State. All accounting records and other supporting papers of Consultant, its contractors and subcontractors connected with Project performance under this Agreement shall be maintained for a minimum of three (3) years and/or bond requirements from the date of final payment to Consultant by the City, or to the City by the grants, whichever is later in time, and shall be held open to inspection, copying, and audit by representatives of State, the California State Auditor, auditors representing the federal government, the City, and auditors representing the City. Copies thereof will be furnished by Consultant, its contractors and subcontractors upon receipt of any request made by any such governmental entity or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, the State, federal government or City will rely to the maximum extent possible on any prior audit of the City pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the City's external and internal auditors may be relied upon and used when planning and conducting additional audits.

22. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

23. Hold Harmless, Indemnity and Defense

a. Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, CTC, State, all of their legislative bodies, and all of their officials, officers, employees and agents (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type or

cause to the extent that the liabilities arise out of, pertain to, or relate to the negligence, recklessness, or willful omission or misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, suits, actions, losses, allegations, damages, penalties, fines, and judgments, including but not limited to tortious, contractual, inverse condemnation or other theories or assertions of liability; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution (singularly a **"Claim"** and collectively the **"Claims"**).

b. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney to the extent required by the paragraph above immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. An allegation or determination that persons other than Consultant (excluding City) are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party to the extent required by the paragraph above. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party.

c. For services under both sections 23a and 23b, the review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

24. Insurance

Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in **Exhibit INS-A**, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-A.** Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-A**. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

25. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

d. Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to anyobligation.

26. Conflict of Interest

a. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a **"governmental decision"** as described in Title 2, section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

b. Attached hereto as Exhibit F and incorporated herein by this reference is the Federal Lobbying Activities Certification, which Consultant shall separately sign and submit to the City immediately; this Agreement shall be of no force and effect until Consultant signs and submits the form in Exhibit F to the City.

27. Assignability of Agreement

This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

28. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

29. Fair Employment Practices

a. All persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. During the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant shall state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

e. Consultant shall comply with: (1) section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in federally assisted programs; (2) the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability irrespective of funding; and (3) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

f. Consultant shall comply with the requirements of the Fair Employment Practices Addendum and the Nondiscrimination Assurances, which are attached hereto as Exhibits D and E, respectively, and incorporated herein by this reference. Any agreement entered into by Consultant with a third party for performance of work related to this Agreement shall incorporate these exhibits with third party's name replacing Consultant as essential parts of such agreement to be enforced by that third party as verified by Consultant.

30. Americans with Disabilities Act; Access for Persons with Disabilities

a. Consultant shall comply with, and ensure that all of its subconsultants and subcontractors shall comply with, the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

b. If disabled access review by the Department of General Services (Division of the State Architect) is required by law for the Project, Consultant shall conform all plans and

specifications for such facilities to the provisions of California Government Code sections 4450 and 4454 as well as Title 24 of the California Code of Regulations.

31. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended

Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal government and the Regional Office of the Environmental Protection Agency (EPA).

32. Energy Efficiency

Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

33. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

34. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

35. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

36. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

37. Compliance with Laws

a. Consultant shall comply with, and shall ensure its subcontractors and vendors

comply with, all City, State, and federal ordinances, laws, statutes, regulations (including Title 23 Code of Federal Regulation [**"CFR"**] and 2 CFR Part 200), policies and procedures (including those set forth in the California Project Development Procedures Manual, Highway Design Manual, Local Assistance Procedures Manual and the Local Assistance Program Guidelines and all procedural and instructional memoranda as well as the California Transportation Commission SB1 Accountability and Transparency Guidelines, Trade Corridors Enhancements Program [**"TCEP"**] Guidelines, Local Partnership Program [**"LPP"**] Guidelines, Solutions for Congested Corridors Program [**"SCCP"**] Guidelines and related policies) now or hereafter in force pertaining to the Services performed by Consultant pursuant to this Agreement.

b. Consultant shall comply with, and shall ensure its subcontractors and vendors comply with, 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code [**"PCC"**] 10300-10334 (procurement of goods), PCC 10335- 10381 (non-A&E services), and other applicable State and federal regulations. Any costs for which Consultant has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable State and federal regulations, are subject to repayment by Consultant to City, even if Consultant has already expended such funds on subcontractors. Should Consultant fail to refund any moneys due upon written demand by City as provided hereunder, or should Consultant breach this Agreement by failing to complete Services without adequate justification and approval by City, then, within ten (10) calendar days of demand, or within such other period as may be agreed to in writing between the parties, City may withhold or demand a transfer of an amount equal to the amount paid by or owed to City from future apportionments, or any other funds due Consultant, and/or may withhold approval of future Consultant projects with the City.

c. Consultant is to comply with, and ensure its subconsultants and subcontractors comply with, all CTC resolutions as adopted or currently amended as well as the guidelines, and policies applicable to State- funded programs (or projects) including, but not limited to, Section 190, State Highway Account, Public Transportation Account, Proposition I8, Proposition IA, and the Road Repair and Accountability Act of 2017, respectively.

38. Debarment

Consultant certifies that neither it nor its principals are suspended or debarred at the time of the execution of this Agreement and are not listed on the government wide Excluded Parties List System in the System for Award Management (SAM). Consultant agrees that it will notify City immediately in the event a suspension or a debarment occurs after the execution of this Agreement.

39. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

40. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

41. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

42. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

43. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non- prevailing party in any dispute involving the terms and conditions of this Agreement.

44. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

45. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to 1450 Frazze Road, Suite 100, San Diego, CA 92108.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Transportation Division, 305 West Third Street, East Wing Second Floor, Oxnard, California 93030, Attention: Debbie O'Leary.

46. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

47. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

_____ _____
Tim Flynn, Date
Mayor

ATTEST:

_____ _____
Michelle Ascension, Date
City Clerk

APPROVED AS TO FORM:

_____ _____
Stephen M. Fischer, Date
City Attorney

DOKKEN

_____ _____
Richard T. Liptak, President Date

_____ _____
Cathy Chan, Corporate Secretary Date

EXHIBIT A

SCOPE OF SERVICES

The following scope of services covers the design of traffic signal modifications and upgrades to curb ramps as needed for ADA compliance at the following seven locations within the City of Oxnard:

1. Oxnard Boulevard at Fourth Street
2. Oxnard Boulevard at Seventh Street
3. Oxnard Boulevard at Date Street
4. Channel Islands Boulevard at J Street
5. Channel Islands Boulevard at Statham Boulevard
6. Channel Islands Boulevard at Gisler Avenue
7. Ventura Road at Seventh Street

TASK 1 - PROJECT MANAGEMENT FOR PS&E
Project management includes project setup, regular in-person meetings, deliveries, presentation of work products, development and monitoring of action items, monthly progress reports, work progress monitoring, budget monitoring, extensive communication and coordination.

1.1 PDT Meetings
Based on the City's schedule, our team proposes to hold bimonthly PDT meetings to discuss project status and resolve any items that require additional City input. This frequency of meetings will ensure our project schedule is met. The Dokken Team will coordinate and hold twelve (12) PDT meetings. There may be times an in-person meeting may not be necessary. Dokken Engineering will facilitate a conference call to discuss project status, etc. We assume up to six (6) PDT meeting conference calls will be scheduled in lieu of an in-person PDT meeting at the City. The Dokken Project Manager will facilitate the meeting and have any needed specialty personnel present to inform the City of project items. Meeting minutes will be provided to the City within five (5) days after the meeting.

1.2 Project Coordination and Administration
Close contact will be maintained between the Project Manager, all sub-consultants, the City Project Manager, project personnel, and regulatory agencies. The Project Manager will act as the principal liaison between City Staff and our staff at Dokken Engineering. Effective communication through in-person visits, focused meetings, telephone calls and e-mails to the City will be performed to discuss specific project issues by the Project Manager. Regular communication with team members, the City and other agency personnel will be facilitated through the Project Manager. Progress Reports will be submitted monthly to the City. These reports will include an updated project schedule, a discussion of issues/decisions, recommendations to address issues, budget status, and anticipated work for the following month. The progress report will be submitted with the monthly invoice. Dokken's Project Manager is responsible for maintaining cost control for each task, including our sub-consultants.

1.3 MS Project Schedule
Dokken will provide and maintain a detailed Milestone Schedule and Microsoft Project Schedule. The Milestone Schedule is a simple one-page schedule to assist in project communication. In addition, a comprehensive schedule using Microsoft Project will be prepared that will identify each task and deliverable for the project. Dokken's Project Manager will closely monitor the schedule and bring any deviations to the attention of the City Project Manager.

1.4 Utility Coordination
Dokken will review all utility as-built data provided by the City and work with the City Project Manager to request any additional utility information or verification of existing utilities. Dokken will also confirm with the City if any of the utility companies have future plans to relocate or upsize any facilities within the project area.

1.5 Quality Control Plan
The Dokken Team shall implement a Quality Control Plan upon starting the project; this plan shall be enforced throughout the project by the Dokken Team Project Manager. All calculations, plans, and documents will be independently checked, corrected, and back checked prior to submittals to ensure accuracy and completeness. A QA/QC binder will be developed to organize and identify detailed QC Reports based on all findings. Each submittal to the City will be accompanied by a transmittal memo. Any review comments received will be summarized and a Dokken Engineering response will be prepared, and the required corrections made. Each and

Task 1 Deliverables: Attend and Facilitate up to twelve (12) meetings, Meeting Agendas; Meeting Minutes; Progress Reports; Utility Requests; MS Project Schedule with Updates; Quality Control Plan.

TASK 2 - DESIGN PHASE
2.1 Data Collection and Field Review
The Dokken Team will review all available data developed as part of this project to include as-built plans, in-progress plans, City concepts, etc., and perform a field review with the City to walk the project site with the concept design.

2.2 Utility Coordination and Base Map
Dokken will research and document all utilities within the project limits from the City's correspondence and create a utility base map. Information received from the City's utility coordination efforts will be delineated onto a utility base map for the project to become the utility layer used during the PS&E. This information will be reconciled against actual surveyed locations of the utilities gathered in the survey.

2.3 Topographic Survey
Guida Surveying will perform the topographic surveying required for the seven street intersections. Survey will consist of field data collection of roadway cross sections at 25ft intervals in all four directions of each intersection, 50ft from end of curb return. Survey will include roadway centerline, AC lip, curb flow line, top of curb, back of sidewalk, all roadway architecture including but not limited to power poles, guy wires, controller boxes, water meters, electrical pedestals, trees, driveway depressions, traffic loops, manholes, valve covers, roadway signage, street lights, and other visible street architecture within the project limits.

2.4 Drainage Memo
Dokken will review the existing drainage studies and the condition of the existing storm drain infrastructure along the project improvements. Our team will prepare a drainage memo identifying revisions to the existing drainage system if impacted. A draft and final drainage memo will be prepared for the City's review and approval.

2.5 65% Plans and Estimate
The Dokken Team will review the 35% plans discussed at the PDT meeting. Once all comments are addressed, our team will continue the design effort to reach the 65% design level. The 65% design effort will include all plan sheets required for construction with a 65% level of detail. The Dokken Team will prepare a revised construction cost estimate based on the 65% plans.

The Dokken Team will prepare 65% design level drawings with the following drawings included:
• Title, Notes, Index Map (2) • Intersection Improvement Plans and Details (10)
• Survey Control (1) • Signing and Striping Plans (7)
• Demolition Plans (7) • Traffic Signal Modification Plans (14)
Total Plans Sheets = 41

2.6 95% Plans, Specifications, and Estimate
The Dokken Team will review and respond to any City comments from the 65% plan submittal. Once all comments are addressed, our team will continue with the design effort to reach the 95% level of detail. The

Dokken Team will prepare a revised construction cost estimate on the 95% level of detail. Any changes in unit items or costs from the 65% submittal will be identified and shared with the City. The Dokken Team will also prepare draft specifications based on the AASHTO Greenbook and Caltrans Specifications.

2.7 100% Plans, Specifications, and Estimate
The Dokken Team will review and respond to any City comments from the 95% PS&E submittal. Once all comments are addressed, our team will continue with the preparation of the 100% PS&E. This package will be the final construction document to advertise and build the project, including 100% plans, bid schedule, specifications, and cost estimates.

Task 2 Deliverables: Review Documents, Field Review Notes, Draft and Final Drainage Memo, 65% Drawing Set PDF; 65% Cost Estimate; QA/QC Binder; 95% Drawing Set PDF; 95% Cost Estimate; Draft Specifications, QA/QC Documentation Mylars 24”x36” Final Signed Drawing Set; Final Cost Estimate; Final Specifications; Bid Schedule. PDF and AutoCAD files of plans and PDF and Excel and Word files of Construction Cost Estimate and Specifications.

TASK 3 - BID PHASE
The Dokken Team will assist the City with the bidding process, attend pre-bid meetings, answer questions, respond to request for information, and prepare conformed set of “as bid” construction documents incorporating addendums into the final construction documents.

Task 3 Deliverables: Respond to Bid Questions; Respond to Requests for Information; Prepare Conformed Set of Construction Document.

TASK 4 - CONSTRUCTION SUPPORT FOR CHANGES TO DESIGN
The Dokken Team will respond to request for information, attend construction site meetings, review and respond to shop drawing submittals, review and respond to design change request from the City or Contractor and provide new design plans as needed, maintain a log of all changes, assist City Project Manager to review and provide recommendations to contract change orders (CCO) and prepare cost estimates for CCOs, and prepare record drawings upon completion of the project and acquire red lined plans from the contractor. Provide Final record drawings in electronic format (AutoCAD and PDF) and mylar.

Task 4 Deliverables: Respond to Requests for Information; CCOs, Cost Estimates, Revisions to Design plans, Prepare As-Built Drawings

EXHIBIT B

SCHEDULE OF SERVICES

Time is of the essence for this project due to the Caltrans Congestion Mitigation Air Quality (CMAQ) grant funding. The City intends to issue the Notice to Proceed (NTP) to the selected Consultant after City Council action. The Consultant shall begin work as soon as the NTP is issued. City anticipates a construction bid-ready PS&E package to be completed within six (6) months of the NTP.

EXHIBIT C
COMPENSATION RATES
(see attached tables that follow)

* In any case, payments to Consultant for related travel and subsistence (per diem) expenses of Consultant forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by Consultant are in excess of DPA rates, Consultant is responsible for the cost difference, and any overpayments inadvertently paid by City shall be reimbursed to City by Consultant on demand within thirty (30) days of such invoice.

ITEM #D-3

COST PROPOSAL - ESTIMATED HOURS BY TASK
City of Oxnard
Traffic Signal Modifications

August 14, 2019

Task Description	DOKKEN ENGINEERING											
	John Klemunes, PE Principal in Charge	Michael Greer, PE Project Manager	Joe Ostdiek, PE Electrical Project Engineer	Eduardo Simonsen, PE Electrical Design	Associate Engineer	Assistant Engineer	TOTAL HOURS	LABOR COST	ESCALATION 3%	OH Rate 166.36%	Fee 10%	TOTAL COST
FULLY BURDENED RATE	$ 278.35	$ 184.59	$ 178.73	$ 149.43	$ 149.43	$ 111.34						
RAW RATE	$ 95.00	$ 63.00	$ 61.00	$ 51.00	$ 51.00	$ 38.00						
TRAFFIC SIGNAL MODIFICATIONS												
TASK 1 - PROJECT MANAGEMENT FOR PS&E	**2**	**78**		**16**		**24**	**120**	**$ 6,832.00**	**$ -**	**$ 11,365.72**	**$ 1,819.77**	**$ 20,017.49**
1.1 PDT Meetings	2	24					26	$ 1,702.00		$ 2,831.45	$ 453.34	$ 4,986.79
1.2 Project Coordination and Administration		40					40	$ 2,520.00		$ 4,192.27	$ 671.23	$ 7,383.50
1.3 MS Project Schedule		6					6	$ 378.00		$ 628.84	$ 100.68	$ 1,107.52
1.4 Utility Coordination		8		16		24	48	$ 2,232.00		$ 3,713.16	$ 594.52	$ 6,539.67
TASK 2 - DESIGN PHASE	**13**	**56**	**154**	**324**	**182**	**332**	**1061**	**$ 52,579.00**	**$ -**	**$ 87,470.42**	**$ 14,004.94**	**$ 154,054.37**
2.1 Data Collection and Field Review	1	4	4	8	4		21	$ 1,203.00		$ 2,001.31	$ 320.43	$ 3,524.74
2.2 Utility Coordination and Base Map		8	4	24	24	40	100	$ 4,716.00		$ 7,845.54	$ 1,256.15	$ 13,817.69
2.3 Topographic Survey		4			8		12	$ 660.00		$ 1,097.98	$ 175.80	$ 1,933.77
2.4 65% Plans and Estimate		16	84	168	84	168	520	$ 25,368.00		$ 42,202.20	$ 6,757.02	$ 74,327.23
2.5 95% Plans, Specifications, and Estimate	8	16	42	84	42	84	276	$ 13,948.00		$ 23,203.89	$ 3,715.19	$ 40,867.08
2.6 100% Plans, Specifications, and Estimate	4	8	20	40	20	40	132	$ 6,684.00		$ 11,119.50	$ 1,780.35	$ 19,583.85
TASK 3 - BID PHASE	**1**	**5**	**10**				**16**	**$ 1,020.00**	**$ -**	**$ 1,696.87**	**$ 271.69**	**$ 2,988.56**
3.1 Bid Phase	1	5	10				16	$ 1,020.00		$ 1,696.87	$ 271.69	$ 2,988.56
TASK 4 - CONSTRUCTION SUPPORT	**1**	**5**	**10**	**15**	**22**		**53**	**$ 2,907.00**	**$ -**	**$ 4,836.09**	**$ 774.31**	**$ 8,517.39**
4.1 Construction Support for Changes to Design	1	5	10	15	22		53	$ 2,907.00		$ 4,836.09	$ 774.31	$ 8,517.39
ESCALATION									$ 950.07	$ 1,580.54	$ 253.06	$ 2,783.67
Total Hours	17.0	144.0	174.0	355.0	204.0	356.0	1,250.0					
Total Cost	$ 4,731.89	$ 26,580.60	$ 31,098.60	$ 53,046.94	$ 30,483.31	$ 39,636.51		$ 63,338.00	$ 950.07	$ 106,949.63	$ 17,123.77	**$ 188,361.47**

ITEM #D-3

COST PROPOSAL - ESTIMATED HOURS BY TASK
City of Oxnard
Traffic Signal Modifications

August 14, 2019

Task Description	GUIDA SURVEYING INC.																		
	Tim Fettig, PLS Sr. Project Manager	Anna Beal, PLS Project Manager	Dean Bouldin, PLS Project Surveyor	Mehdi Hakimi, LST Survey Analyst	Samira Heidari Survey Technician	Tony Andrade, PLS PM Chief	Survey Crew Party Chief	Survey Crew Chainman	Project Coordinator	TOTAL HOURS	LABOR COST	ESCALATION 3%	OH Rate 195.75%	Fee 10%	OTHER DIRECT COSTS	TOTAL COST	GRAND TOTAL HOURS	GRAND TOTAL OTHER DIRECT COSTS	GRAND TOTAL COST
FULLY BURDENED RATE	$ 240.74	$ 183.16	$ 173.40	$ 104.10	$ 83.77	$ 176.65	$ 163.18	$ 153.16	$ 67.02										
RAW RATE	$ 74.00	$ 56.30	$ 53.30	$ 32.00	$ 25.75	$ 54.30	$ 50.16	$ 47.08	$ 20.60										
TRAFFIC SIGNAL MODIFICATIONS																			$ 224,833.19
TASK 1 - PROJECT MANAGEMENT FOR PS&E											$ -	$ -	$ -	$ -	$ -	$ -	120	$ -	$ 20,017.49
1.1 PDT Meetings											$ -		$ -	$ -		$ -	26	$ -	$ 4,986.79
1.2 Project Coordination and Administration											$ -		$ -	$ -		$ -	40	$ -	$ 7,383.50
1.3 MS Project Schedule											$ -		$ -	$ -		$ -	6	$ -	$ 1,107.52
1.4 Utility Coordination											$ -		$ -	$ -		$ -	48	$ -	$ 6,539.67
TASK 2 - DESIGN PHASE	4	8	24	40	16	14	56	56	8	226	$ 10,088.04	$ -	$ 19,747.34	$ 2,983.54	$ 3,652.80	$ 36,471.72	1287	$ 3,652.80	$ 190,526.08
2.1 Data Collection and Field Review											$ -		$ -	$ -		$ -	21	$ -	$ 3,524.74
2.2 Utility Coordination and Base Map											$ -		$ -	$ -		$ -	100	$ -	$ 13,817.69
2.3 Topographic Survey	4	8	24	40	16	14	56	56	8	226	$ 10,088.04		$ 19,747.34	$ 2,983.54	$ 3,652.80	$ 36,471.72	238	$ 3,652.80	$ 38,405.49
2.4 65% Plans and Estimate											$ -		$ -	$ -		$ -	520	$ -	$ 74,327.23
2.5 95% Plans, Specifications, and Estimate											$ -		$ -	$ -		$ -	276	$ -	$ 40,867.08
2.6 100% Plans, Specifications, and Estimate											$ -		$ -	$ -		$ -	132	$ -	$ 19,583.85
TASK 3 - BID PHASE											$ -	$ -	$ -	$ -	$ -	$ -	16	$ -	$ 2,988.56
3.1 Bid Phase											$ -		$ -	$ -		$ -	16	$ -	$ 2,988.56
TASK 4 - CONSTRUCTION SUPPORT											$ -	$ -	$ -	$ -	$ -	$ -	53	$ -	$ 8,517.39
4.1 Construction Support for Changes to Design											$ -		$ -	$ -		$ -	53	$ -	$ 8,517.39
ESCALATION																			$ 2,783.67
Total Hours	4	8	24	40	16	14	56	56	8	226							1476		
Total Cost	$ 962.96	$ 1,465.26	$ 4,161.56	$ 4,164.16	$ 1,340.34	$ 2,473.12	$ 9,138.25	$ 8,577.13	$ 536.14		$ 10,088.04	$ -	$ 19,747.34	$ 2,983.54	$ 3,652.80	$ 36,471.72		$ 3,652.80	$ 224,833.19

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-Ups are Not Allowed ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: Dokken Engineering

Project No. 183114 Contract No. PW 19-98 Date August 29, 2019

Project Name Traffic Signal Modifications

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hr Rate	Total
Principal in Charge	John Klemunes, PE	$90.00 - $120.00	17	$ 95.00	$ 1,615.00
Project Manager	Michael Greer, PE	$50.00 - $90.00	144	$ 63.00	$ 9,072.00
Electrical Project Engineer	Joe Ostdiek, PE	$50.00 - $90.00	174	$ 61.00	$ 10,614.00
Electrical Design	Eduardo Simonsen, PE	$40.00 - $65.00	355	$ 51.00	$ 18,105.00
Associate Engineer	STAFF	$40.00 - $65.00	204	$ 51.00	$ 10,404.00
Assistant Engineer	STAFF	$30.00 - $50.00	356	$ 38.00	$ 13,528.00
			1,250		

LABOR COSTS

a) Subtotal Direct Labor Costs $ 63,338.00

b) Anticipated Salary Increases $ 950.07

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] **$ 64,288.07**

INDIRECT COSTS

d) Fringe Benefits (Rate: 98.36%) c) Total Fringe Benefits [(c) x (d)] $ 63,233.75

f) Overhead (Rate: 0.19%) FCCM g) Overhead [(c) x (f)] $ 122.15

h) General and Administrative (Rate: 67.81%) i) Gen & Admin [(c) x (h)] $ 43,593.74

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] **$ 106,949.63**

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 10%] **$ 17,123.77**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total

i) TOTAL OTHER DIRECT COSTS $ -

m) **SUBCONSULTANTS' COSTS** (Add additional pages if necessary)

• GUIDA SURVEYING INC. $ 36,471.72

m) TOTAL SUBCONSULTANTS' COSTS $ 36,471.72

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ 36,471.72**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 224,833.19**

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$63,338.00	1,250	=	$50.67	Year 1 Avg Hourly Rate

1. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$50.67	+	3.0%	=	$52.19	Year 2 Avg Hourly Rate
Year 2	$52.19	+	3.0%	=	$53.76	Year 3 Avg Hourly Rate
Year 3	$53.76	+	3.0%	=	$55.37	Year 4 Avg Hourly Rate
Year 4	$55.37	+	3.0%	=	$57.03	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.0%	*	1,250	=	625	Estimated Hours Year 1
Year 2	50.0%	*	1,250	=	625	Estimated Hours Year 2
Year 3	0.0%	*	1,250	=	0	Estimated Hours Year 3
Year 4	0.0%	*	1,250	=	0	Estimated Hours Year 4
Year 5	0.0%	*	1,250	=	0	Estimated Hours Year 5
Total	100.000%		Total	=	1,250	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated Above)		Cost Per Year	
Year 1	$50.67	*	625	=	$31,669.00	Estimated Hours Year 1
Year 2	$52.19	*	625	=	$32,619.07	Estimated Hours Year 2
Year 3	$53.76	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$55.37	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$57.03	*	0	=	$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$64,288.07	
	Direct Labor Subtotal before Escalation			=	$63,338.00	
	Estimated total of Direct Labor Salary Increase			=	$950.07	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the #
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 -
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name**: Richard T. Liptak, PE

Title**: President

Signature: Richard T. Liptak

Date of Certification (mm/dd/yyyy): 8/14/2019

Email**: rliptak@dokkenengineering.com

Phone Number: (916) 858-0642

Address: 110 Blue Ravine Road, Suite 200, Folsom, CA95630-4713

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Professional Engineering Services

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-Ups are Not Allowed ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: Guida Surveying Inc.

Project No. 183114 Contract No. PW 19-98 Date August 29, 2019

Project Name Traffic Signal Modifications

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hr Rate	Total
Sr. Project Manager	Tim Fettig, PLS	$65.00 - $85.00	4	$ 74.00	$ 296.00
Project Manager	Anna Beal, PLS	$45.00 - $65.00	8	$ 56.30	$ 450.40
Project Surveyor	Dean Bouldin, PLS	$45.00 - $65.00	24	$ 53.30	$ 1,279.20
Survey Analyst	Mehdi Hakimi, LST	$25.00 - $45.00	40	$ 32.00	$ 1,280.00
Survey Technician	Samira Heidari	$20.00 - $40.00	16	$ 25.75	$ 412.00
PM Chief	Tony Andrade, PLS	$45.00 - $65.00	14	$ 54.30	$ 760.20
Survey Crew Party Chief	STAFF	$45.00 - $65.00	56	$ 50.16	$ 2,808.96
Survey Crew Chainman	STAFF	$35.00 - $55.00	56	$ 47.08	$ 2,636.48
Project Coordinator	STAFF	$15.00 - $35.00	8	$ 20.60	$ 164.80
			226		

LABOR COSTS

a) Subtotal Direct Labor Costs $ 10,088.04

b) Anticipated Salary Increases $ -

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] **$ 10,088.04**

INDIRECT COSTS

d) Fringe Benefits (Rate: 81.38%) c) Total Fringe Benefits [(c) x (d)] $ 8,209.65

f) Overhead (Rate: 112.58%) g) Overhead [(c) x (f)] $ 11,357.12

h) General and Administrative (Rate: 1.79%) i) Gen & Admin [(c) x (h)] $ 180.58

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] **$ 19,747.34**

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 10%] **$ 2,983.54**

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	360	Each	$ 0.58	$ 208.80
Per Diem Survey Crew (7 days each)	14	Each	$ 246.00	$ 3,444.00

i) TOTAL OTHER DIRECT COSTS $ 3,652.80

m) **SUBCONSULTANTS' COSTS** (Add additional pages if necessary)

m) TOTAL SUBCONSULTANTS' COSTS $ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] **$ 3,652.80**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 36,471.72**

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$10,088.04	226	=	$44.64	Year 1 Avg Hourly Rate

1. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$44.64	+	3.0%	=	$45.98	Year 2 Avg Hourly Rate
Year 2	$45.98	+	3.0%	=	$47.36	Year 3 Avg Hourly Rate
Year 3	$47.36	+	3.0%	=	$48.78	Year 4 Avg Hourly Rate
Year 4	$48.78	+	3.0%	=	$50.24	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.0%	*	226	=	226	Estimated Hours Year 1
Year 2	0.0%	*	226	=	0	Estimated Hours Year 2
Year 3	0.0%	*	226	=	0	Estimated Hours Year 3
Year 4	0.0%	*	226	=	0	Estimated Hours Year 4
Year 5	0.0%	*	226	=	0	Estimated Hours Year 5
Total	100.000%		Total	=	226	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated Above)		Cost Per Year	
Year 1	$44.64	*	226	=	$10,088.04	Estimated Hours Year 1
Year 2	$45.98	*	0	=	$0.00	Estimated Hours Year 2
Year 3	$47.36	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$48.78	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$50.24	*	0	=	$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$10,088.04	
	Direct Labor Subtotal before Escalation			=	$10,088.04	
	Estimated total of Direct Labor Salary Increase			=	$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the #
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 -
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name**: _____ Title**: _____

Signature: _____ Date of Certification (mm/dd/yyyy): _____

Email**: _____ Phone Number: _____

Address: _____

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

EXHIBIT D

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, Consultant and its subconsultants and subcontractors will not discriminate, harass or allow harassment against any employee or applicant for employment because of race, color, sex, sexual orientation, religion or religious creed, ancestry or national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including but not limited to cancer), age, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Consultant will take affirmative action to ensure that employees are treated during employment without regard to their race, color, sex, sexual orientation, religion or religious creed, ancestry or national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including but not limited to cancer), age, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; evaluation; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and general treatment. Consultant shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section.

2. Consultant, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq. and 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapters 5 of Divisions 4 and 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and each of its subconsultants and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreements, as appropriate.

3. Consultant shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.

4. Consultant will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by State, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by State, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) State may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Consultant was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Consultant has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, State shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by State in securing the goods or services thereunder shall be borne and paid for by Consultant and by the surety under the performance bond, if any, and State may deduct from any moneys due or thereafter may become due to Consultant, the difference between the price named in the Agreement and the actual cost thereof to State to cure Consultant's breach of this Agreement.

EXHIBIT E

NONDISCRIMINATION ASSURANCES

CONSULTANT HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the State, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C.

2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the Regulations), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Consultant receives federal financial assistance from the Federal Department of Transportation. CONSULTANT HEREBY GIVES ASSURANCE THAT CONSULTANT will promptly take any measures necessary to effectuate this Agreement. This assurance is required by subsection 21.7(a)(1) of the Regulations.

More specifically, and without limiting the above general assurance, Consultant hereby gives the following specific assurances with respect to its federal-aid Program:

1. That Consultant agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That Consultant shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the federal-aid program and, in adapted form, in all proposals for negotiated agreements:

Consultant hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That Consultant shall insert the clauses of Appendix A of this assurance in every agreement subject to the Act and the Regulations.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where Consultant receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where Consultant receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That Consultant shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Consultant with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-

aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid program.

8. That this assurance obligates Consultant for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates Consultant or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which Consultant retains ownership or possession of the property.

9. That Consultant shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that Consultant, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the Act, the Regulations, this Assurance and the Agreement.

10. That Consultant agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance.

11. Consultant shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any State assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. Consultant shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of State assisted contracts. Consultant's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 *et seq*.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to Consultant by State, acting for the U.S. Department of Transportation, and is binding on Consultant, other recipients, subgrantees, applicants, sub- applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

Appendices A through D are attached hereto and incorporated herein by this reference.

APPENDIX A TO EXHIBIT E

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest (hereinafter collectively referred to as Consultant) agrees as follows:

(1) Compliance with Regulations: Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to Consultant's books, records, accounts, other sources of information, and its facilities as may be determined by State or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to State or the FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, State shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: Consultant shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any sub-agreement or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request State enter into such litigation to protect the interests of State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO EXHIBIT E

The following clauses shall be included in any and all deeds effecting or recording the transfer of Project real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that Consultant will accept title to the lands and maintain the Project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Consultant all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit D attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Consultant and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on Consultant, its successors and assigns.

Consultant, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and)*

(2) that Consultant shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended(;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the

U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT E

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by Consultant, pursuant to the provisions of Assurance 7(a) of Exhibit E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said {license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of Consultant and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT E

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Consultant, pursuant to the provisions of Assurance 7(b) of Exhibit E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said {license, lease, permit, etc.) had never been made or issued.

{Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, Consultant shall have the right to re-enter said land and facilities thereon, and the above- described lands and facilities shall thereupon revert to and vest in and become the absolute property of Consultant, and its assigns.

* Reverter clause and related language to be used only when ii is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

EXHIBIT F

FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. The undersigned certifies, to the best of his or her knowledge and belief, that:

a. No federal or state appropriated funds have been paid or will be paid, by or on behalf of Consultant or the undersigned, to any person for influencing or attempting to influence an officer or employee of any State or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the State Legislature or Congress, or any employee of a Member of the State Legislature or Congress in connection with the awarding of any State or federal contract, including this Agreement, the making of any State or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any State or federal contract, grant, loan, or cooperative contract.

b. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Agreement, grant, local, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

2. The undersigned shall require that the language of this certification be included in all lower tier sub-agreements and that all such sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Consultant:

Name:_____ Title:_____

Signature:_____ Date:_____

Name:_____ Title:_____

Signature: _____ Date: _____

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give suchnotice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self- insurance coverages (**this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

12/19

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG . $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT

FOR THE CITY OF OXNARD (the "City")

ENDORSEMENT NO.	ISSUEDATE(MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _
with an Aggregate of $_____applies to _____
coverage. ❒ Per Occurrence ❒ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and
of the named insured under all written agreements and permits in force with the
checked here ❒ in which case only the following specific agreements and perm
City are covered

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
❒ OWNERS & CONTRACTORS PROTECTIV E ❒ Occurrence

OTHER PROVISIONS

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____ A
_____
_____

Telephone: (_____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now o attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities perfo behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not co
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The in person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notic delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the C agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsem attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No.____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

I_____(print/type name), warrant that I h bind the above-mentioned insurance company and by my signature h this company to this endorsement.

Signature _____
(original signature required)

Telephone: (____) _____Date Signed: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT

FOR THE CITY OF OXNARD (the "City")

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)

LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____applies to coverage. ❒ Per Occurrence ❒ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ❒ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

LIMIT OF LIABILITY

$_____per accident, for bodily injury and propertydamage.

VISIONS

rwriter's representative for claims pursuant to this

dress: _____

)

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute withit.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section(1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: citvofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

I_____(print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-Ups are Not Allowed ☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: Dokken Engineering

Project No. 183114 Contract No. PW 19-98 Date August 14, 2019

Project Name Traffic Signal Modifications

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hr Rate	Total
Principal in Charge	John Klemunes, PE	$90.00 - $120.00	17	$ 95.00	$ 1,615.00
Project Manager	Michael Greer, PE	$50.00 - $90.00	146	$ 63.00	$ 9,198.00
QA/QC Manager	Mark Tarrall, PE	$70.00 - $100.00	60	$ 80.00	$ 4,800.00
Electrical Project Engineer	Joe Ostdiek, PE	$50.00 - $90.00	174	$ 61.00	$ 10,614.00
Electrical Design	Eduardo Simonsen, PE	$40.00 - $65.00	380	$ 51.00	$ 19,380.00
Senior Engineer	STAFF	$50.00 - $90.00	16	$ 68.00	$ 1,088.00
Associate Engineer	STAFF	$40.00 - $65.00	242	$ 51.00	$ 12,342.00
Assistant Engineer	STAFF	$30.00 - $50.00	476	$ 38.00	$ 18,088.00
			1,511		

LABOR COSTS

a) Subtotal Direct Labor Costs $ 77,125.00

b) Anticipated Salary Increases $ 1,156.88

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] **$ 78,281.88**

INDIRECT COSTS

d) Fringe Benefits (Rate: 98.36%) c) Total Fringe Benefits [(c) x (d)] $ 76,998.06

f) Overhead (Rate: 0.19%) FCCM g) Overhead [(c) x (f)] $ 148.74

h) General and Administrative (Rate: 67.81%) i) Gen & Admin [(c) x (h)] $ 53,082.94

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] **$ 130,229.74**

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 10%] **$ 20,851.16**

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total

i) **TOTAL OTHER DIRECT COSTS** **$ -**

m) **SUBCONSULTANTS' COSTS** (Add additional pages if necessary)

• GUIDA SURVEYING INC. $ 36,471.72

m) **TOTAL SUBCONSULTANTS' COSTS** **$ 36,471.72**

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l) + (m)] **$ 36,471.72**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 265,834.49**

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$77,125.00	1,511	=	$51.04	Year 1 Avg Hourly Rate

1. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$51.04	+	3.0%	=	$52.57	Year 2 Avg Hourly Rate
Year 2	$52.57	+	3.0%	=	$54.15	Year 3 Avg Hourly Rate
Year 3	$54.15	+	3.0%	=	$55.78	Year 4 Avg Hourly Rate
Year 4	$55.78	+	3.0%	=	$57.45	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.0%	*	1,511	=	756	Estimated Hours Year 1
Year 2	50.0%	*	1,511	=	756	Estimated Hours Year 2
Year 3	0.0%	*	1,511	=	0	Estimated Hours Year 3
Year 4	0.0%	*	1,511	=	0	Estimated Hours Year 4
Year 5	0.0%	*	1,511	=	0	Estimated Hours Year 5
Total	100.000%		Total	=	1,511	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated Above)		Cost Per Year	
Year 1	$51.04	*	756	=	$38,562.50	Estimated Hours Year 1
Year 2	$52.57	*	756	=	$39,719.38	Estimated Hours Year 2
Year 3	$54.15	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$55.78	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$57.45	*	0	=	$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$78,281.88	
	Direct Labor Subtotal before Escalation			=	$77,125.00	
	Estimated total of Direct Labor Salary Increase			=	$1,156.88	Transfer to Page 1

NOTES:
1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the #
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 -
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name**:	Richard T. Liptak, PE	Title**:	President
Signature:	Richard T. Liptak	Date of Certification (mm/dd/yyyy):	8/14/2019
Email**:	rliptak@dokkenengineering.com	Phone Number:	(916) 858-0642
Address:	110 Blue Ravine Road, Suite 200, Folsom, CA 95630-4713		

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Professional Engineering Services

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-Ups are Not Allowed ☐ Prime Consultant ☑ Subconsultant ☐ 2nd Tier Subconsultant

Consultant: Guida Surveying Inc.

Project No. 183114 Contract No. PW 19-98 Date August 14, 2019

Project Name Traffic Signal Modifications

DIRECT LABOR

Classification/Title	Name	Range	Hours	Actual Hr Rate	Total
Sr. Project Manager	Tim Fettig, PLS	$65.00 - $85.00	4	$ 74.00	$ 296.00
Project Manager	Anna Beal, PLS	$45.00 - $65.00	8	$ 56.30	$ 450.40
Project Surveyor	Dean Bouldin, PLS	$45.00 - $65.00	24	$ 53.30	$ 1,279.20
Survey Analyst	Mehdi Hakimi, LST	$25.00 - $45.00	40	$ 32.00	$ 1,280.00
Survey Technician	Samira Heidari	$20.00 - $40.00	16	$ 25.75	$ 412.00
PM Chief	Tony Andrade, PLS	$45.00 - $65.00	14	$ 54.30	$ 760.20
Survey Crew Party Chief	STAFF	$45.00 - $65.00	56	$ 50.16	$ 2,808.96
Survey Crew Chainman	STAFF	$35.00 - $55.00	56	$ 47.08	$ 2,636.48
Project Coordinator	STAFF	$15.00 - $35.00	8	$ 20.60	$ 164.80
			226		

LABOR COSTS

a) Subtotal Direct Labor Costs $ 10,088.04

b) Anticipated Salary Increases $ -

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] **$ 10,088.04**

INDIRECT COSTS

d) Fringe Benefits (Rate: 81.38%) c) Total Fringe Benefits [(c) x (d)] $ 8,209.65

f) Overhead (Rate: 112.58%) g) Overhead [(c) x (f)] $ 11,357.12

h) General and Administrative (Rate: 1.79%) i) Gen & Admin [(c) x (h)] $ 180.58

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] **$ 19,747.34**

FIXED FEE k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 10%] **$ 2,983.54**

l) **CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	360	Each	$ 0.58	$ 208.80
Per Diem Survey Crew (7 days each)	14	Each	$ 246.00	$ 3,444.00

i) **TOTAL OTHER DIRECT COSTS** **$ 3,652.80**

m) **SUBCONSULTANTS' COSTS** (Add additional pages if necessary)

m) **TOTAL SUBCONSULTANTS' COSTS** **$ -**

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l) + (m)] **$ 3,652.80**

TOTAL COST [(c) + (j) + (k) + (n)] **$ 36,471.72**

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	**5 Year Contract Duration**
$10,088.04	226	=	$44.64	Year 1 Avg Hourly Rate

1. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$44.64	+	3.0%	=	$45.98	Year 2 Avg Hourly Rate
Year 2	$45.98	+	3.0%	=	$47.36	Year 3 Avg Hourly Rate
Year 3	$47.36	+	3.0%	=	$48.78	Year 4 Avg Hourly Rate
Year 4	$48.78	+	3.0%	=	$50.24	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.0%	*	226	=	226	Estimated Hours Year 1
Year 2	0.0%	*	226	=	0	Estimated Hours Year 2
Year 3	0.0%	*	226	=	0	Estimated Hours Year 3
Year 4	0.0%	*	226	=	0	Estimated Hours Year 4
Year 5	0.0%	*	226	=	0	Estimated Hours Year 5
Total	100.000%		Total	=	226	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated Above)		Cost Per Year	
Year 1	$44.64	*	226	=	$10,088.04	Estimated Hours Year 1
Year 2	$45.98	*	0	=	$0.00	Estimated Hours Year 2
Year 3	$47.36	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$48.78	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$50.24	*	0	=	$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$10,088.04	
	Direct Labor Subtotal before Escalation			=	$10,088.04	
	Estimated total of Direct Labor Salary Increase			=	$0.00	Transfer to Page 1

NOTES:
1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the #
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 -
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.
Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name**: Ralph W. Guida IV, PLS
Title**: President
Signature:
Date of Certification (mm/dd/yyyy): 8/13/2019
Email**: rguidaiv@guidainc.com
Phone Number: 949-777-2000
Address: 9241 Irvine Blvd. Ste: 100, Irvine, California 92618

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract: **Professional Land Surveying Services**

ITEM #D-3

COST PROPOSAL - ESTIMATED HOURS BY TASK

City of Oxnard

Traffic Signal Modifications

August 14, 2019

Task Description	DOKKEN ENGINEERING													
	John Klemunes, PE Principal in Charge	Michael Greer, PE Project Manager	Mark Tarrall, PE QA/QC Manager	Joe Ostdiek, PE Electrical Project Engineer	Eduardo Simonsen, PE Electrical Design	Senior Engineer	Associate Engineer	Assistant Engineer	TOTAL HOURS	LABOR COST	ESCALATION 3%	OH Rate 166.36%	Fee 10%	TOTAL COST
FULLY BURDENED RATE	$ 278.35	$ 184.59	$ 234.40	$ 178.73	$ 149.43	$ 199.24	$ 149.43	$ 111.34						
RAW RATE	$ 95.00	$ 63.00	$ 80.00	$ 61.00	$ 51.00	$ 68.00	$ 51.00	$ 38.00						
TRAFFIC SIGNAL MODIFICATIONS														
TASK 1 - PROJECT MANAGEMENT FOR PS&E	**2**	**78**	**60**		**16**			**24**	**180**	**$ 11,632.00**	**$ -**	**$ 19,351.00**	**$ 3,098.30**	**$ 34,081.29**
1.1 PDT Meetings	2	24							26	$ 1,702.00		$ 2,831.45	$ 453.34	$ 4,986.79
1.2 Project Coordination and Administration		40							40	$ 2,520.00		$ 4,192.27	$ 671.23	$ 7,383.50
1.3 MS Project Schedule		6							6	$ 378.00		$ 628.84	$ 100.68	$ 1,107.52
1.4 Utility Coordination		8			16			24	48	$ 2,232.00		$ 3,713.16	$ 594.52	$ 6,539.67
1.5 Quality Control Plan			60						60	$ 4,800.00		$ 7,985.28	$ 1,278.53	$ 14,063.81
TASK 2 - DESIGN PHASE	**13**	**60**		**154**	**324**	**16**	**222**	**412**	**1201**	**$ 58,999.00**	**$ -**	**$ 98,150.74**	**$ 15,714.97**	**$ 172,864.71**
2.1 Data Collection and Field Review	1	4		4	8		4		21	$ 1,203.00		$ 2,001.31	$ 320.43	$ 3,524.74
2.2 Utility Coordination and Base Map		8		4	24		24	40	100	$ 4,716.00		$ 7,845.54	$ 1,256.15	$ 13,817.69
2.3 Topographic Survey		4					8		12	$ 660.00		$ 1,097.98	$ 175.80	$ 1,933.77
2.4 Drainage Memo		4				16	40	80	140	$ 6,420.00		$ 10,680.31	$ 1,710.03	$ 18,810.34
2.5 65% Plans and Estimate		16		84	168		84	168	520	$ 25,368.00		$ 42,202.20	$ 6,757.02	$ 74,327.23
2.6 95% Plans, Specifications, and Estimate	8	16		42	84		42	84	276	$ 13,948.00		$ 23,203.89	$ 3,715.19	$ 40,867.08
2.7 100% Plans, Specifications, and Estimate	4	8		20	40		20	40	132	$ 6,684.00		$ 11,119.50	$ 1,780.35	$ 19,583.85
TASK 3 - BID PHASE	**1**	**4**		**10**	**20**		**10**	**20**	**65**	**$ 3,247.00**	**$ -**	**$ 5,401.71**	**$ 864.87**	**$ 9,513.58**
3.1 Bid Phase	1	4		10	20		10	20	65	$ 3,247.00		$ 5,401.71	$ 864.87	$ 9,513.58
TASK 4 - CONSTRUCTION SUPPORT	**1**	**4**		**10**	**20**		**10**	**20**	**65**	**$ 3,247.00**	**$ -**	**$ 5,401.71**	**$ 864.87**	**$ 9,513.58**
4.1 Construction Support for Changes to Design	1	4		10	20		10	20	65	$ 3,247.00		$ 5,401.71	$ 864.87	$ 9,513.58
ESCALATION											$ 1,156.88	$ 1,924.59	$ 308.15	$ 3,389.61
Total Hours	17.0	146.0	60.0	174.0	380.0	16.0	242.0	476.0	1,511.0					
Total Cost	$ 4,731.89	$ 26,949.78	$ 14,063.81	$ 31,098.60	$ 56,782.64	$ 3,187.80	$ 36,161.58	$ 52,997.13		$ 77,125.00	$ 1,156.88	$ 130,229.74	$ 20,851.16	**$ 229,362.78**

ITEM #D-3

COST PROPOSAL - ESTIMATED HOURS BY TASK

City of Oxnard

Traffic Signal Modifications

August 14, 2019

Task Description	GUIDA SURVEYING INC.																		
	Tim Fettig, PLS Sr. Project Manager	Anna Beal, PLS Project Manager	Dean Bouldin, PLS Project Surveyor	Mehdi Hakimi, LST Survey Analyst	Samira Heidari Survey Technician	Tony Andrade, PLS PM Chief	Survey Crew Party Chief	Survey Crew Chainman	Project Coordinator	TOTAL HOURS	LABOR COST	ESCALATION 3%	OH Rate 195.75%	Fee 10%	OTHER DIRECT COSTS	TOTAL COST	GRAND TOTAL HOURS	GRAND TOTAL OTHER DIRECT COSTS	GRAND TOTAL COST
FULLY BURDENED RATE	$ 240.74	$ 183.16	$ 173.40	$ 104.10	$ 83.77	$ 176.65	$ 163.18	$ 153.16	$ 67.02										
RAW RATE	$ 74.00	$ 56.30	$ 53.30	$ 32.00	$ 25.75	$ 54.30	$ 50.16	$ 47.08	$ 20.60										
TRAFFIC SIGNAL MODIFICATIONS																			**$ 265,834.49**
TASK 1 - PROJECT MANAGEMENT FOR PS&E											**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**180**	**$ -**	**$ 34,081.29**
1.1 PDT Meetings											$ -		$ -	$ -		$ -	26	$ -	$ 4,986.79
1.2 Project Coordination and Administration											$ -		$ -	$ -		$ -	40	$ -	$ 7,383.50
1.3 MS Project Schedule											$ -		$ -	$ -		$ -	6	$ -	$ 1,107.52
1.4 Utility Coordination											$ -		$ -	$ -		$ -	48	$ -	$ 6,539.67
1.5 Quality Control Plan											$ -		$ -	$ -		$ -	60	$ -	$ 14,063.81
TASK 2 - DESIGN PHASE	**4**	**8**	**24**	**40**	**16**	**14**	**56**	**56**	**8**	**226**	**$ 10,088.04**	**$ -**	**$ 19,747.34**	**$2,983.54**	**$ 3,652.80**	**$36,471.72**	**1427**	**$ 3,652.80**	**$ 209,336.43**
2.1 Data Collection and Field Review											$ -		$ -	$ -		$ -	21	$ -	$ 3,524.74
2.2 Utility Coordination and Base Map											$ -		$ -	$ -		$ -	100	$ -	$ 13,817.69
2.3 Topographic Survey	4	8	24	40	16	14	56	56	8	226	$ 10,088.04		$ 19,747.34	$ 2,983.54	$ 3,652.80	$ 36,471.72	238	$ 3,652.80	$ 38,405.49
2.4 Drainage Memo											$ -		$ -	$ -		$ -	140	$ -	$ 18,810.34
2.5 65% Plans and Estimate											$ -		$ -	$ -		$ -	520	$ -	$ 74,327.23
2.6 95% Plans, Specifications, and Estimate											$ -		$ -	$ -		$ -	276	$ -	$ 40,867.08
2.7 100% Plans, Specifications, and Estimate											$ -		$ -	$ -		$ -	132	$ -	$ 19,583.85
TASK 3 - BID PHASE											**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**65**	**$ -**	**$ 9,513.58**
3.1 Bid Phase											$ -		$ -	$ -		$ -	65	$ -	$ 9,513.58
TASK 4 - CONSTRUCTION SUPPORT											**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**65**	**$ -**	**$ 9,513.58**
4.1 Construction Support for Changes to Design											$ -		$ -	$ -		$ -	65	$ -	$ 9,513.58
ESCALATION																			$ 3,389.61
Total Hours	4	8	24	40	16	14	56	56	8	226							1737		
Total Cost	$ 962.96	$ 1,465.26	$ 4,161.56	$ 4,164.16	$ 1,340.34	$ 2,473.12	$ 9,138.25	$ 8,577.13	$ 536.14		$ 10,088.04	$ -	$ 19,747.34	$ 2,983.54	$ 3,652.80	**$36,471.72**		$ 3,652.80	**$ 265,834.49**

ITEM #D-3

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works **Date:** January 14, 2020

Project/Program Manager: Debbie O'Leary **Phone:** x5283

Reason for Appropriation:

Recognize grant revenue from the Caltrans Highway Safety Improvement Program (HSIP) grant; and appropriate local funds from Fund 354 (Circulation System Improvement Fees), for the design of traffic signal improvements at seven locations in the City, PW 19-98, Project 183114.

Accounts and Descriptions		AMOUNT
Fund: 275-FEDERAL TRANSPORTATION GRANT		
Revenues/Transfers In		
Traffic Signal Modifications (Project 183114)		
275-3125-531.72-01	FEDERAL GRANT REVENUE	149,670
	Sub-total Revenues	149,670
Expenditures/Transfers Out		
Traffic Signal Modifications (Project 183114)		
275-3125-826.82-09	SVCS-OTHER PROF/CONTRACT	149,670
	Sub-total Expenditures	149,670
	Net Change to Fund Balance	**0**
Fund: 354-CIRCULATION SYSTEM IMPROVEMENT FEES		
Expenditures/Transfers Out		
Traffic Signal Modifications (Project 183114)		
354-3125-826.82-09	SVCS-OTHER PROF/CONTRACT	14,685
	Sub-total Expenditures	14,685
	Net Change to Fund Balance	**(14,685)**
	Net Appropriation Change	**164,355**

Approvals

Department Director

Chief Financial Officer

City Manager

BA# (Finance Use Only)

BA DOC.# (Finance)

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

DOKKEN ENGINEERING 8792-19-PW TRAFFIC SIGNAL MODIFICATIONS PROJECT NO 183114

PUBLIC WORKS AND TRANSPORTATION COMMITTEE

January 14, 2020

Tatiana Arnaout
City Engineer

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend the City Council:

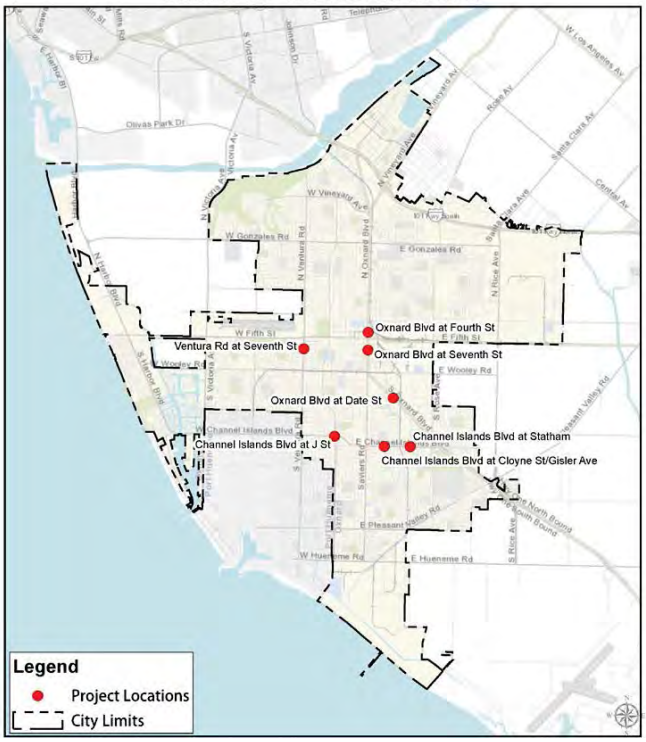
1. Approve a budget appropriation of $164,355 to Traffic Signal Modifications PW19-98 (Project No. 183114). This amount includes $14,685 from the fund balance of the Circulation System Improvement Fees (Fund 354) and an increase in Highway Safety Improvement Program (HSIP) grant revenue (Fund 275) of $149,670.
2. Authorize the Mayor to execute Agreement No. 8792-19-PW in the amount $224,833 with Dokken Engineering, Inc. for the Traffic Signal Modifications project PW 19-98 (Project No. 183114).

BACKGROUND

- The Traffic Signal Modifications project was identified in the 2019-2024 Five Year Capital Improvement Program.
- Work includes designing new signal poles, mast arms, signal heads, protected left-turn phasing, LED lighting, detection loops and ADA improvements.
- Project locations include:
  - Oxnard Boulevard at Fourth Street
  - Oxnard Boulevard at Seventh Street
  - Oxnard Boulevard at Date Street
  - Ventura Road at Seventh Street
  - Channel Islands Boulevard at Statham Boulevard
  - Channel Islands Boulevard at Cloyne/Gisler Avenue
  - Channel Islands Boulevard at J Street

PROJECT LOCATION

TRAFFIC SIGNAL MODIFICATIONS (PW19-98):
EXHIBIT 14 - PROJECT LOCATION



DISCUSSION

- The project was advertised for consultants to prepare Plans, Specifications & Estimates (PS&E) on July 15, 2019, with proposals due on August 14, 2019.
- The City received four proposals. The City Engineer, City Traffic Engineer, and Transportation Planner evaluated proposals for completeness, qualifications and experience, organization and approach, scope of services, schedule of work, conflict of interest and references.
- Dokken Engineering was selected as the most qualified consultant. The total estimated contract is $224,833.

DISCUSSION

- The total estimate for contract 8792-19-PW is $224,833.
- Staff time for project management is estimated to be $24,000.
- The Project is funded in part by a previously recognized $93,150 federal Highway Safety Improvement (HSIP) grant fund (275) and $10,350 of Circulation System Improvement Fees fund (354).
- In order to fully fund the PS&E phase, the City's Transportation Planner secured an additional $149,670 in federal HSIP grant funding.
- Staff is requesting an additional $14,685 from fund (354). The construction phase for this project has been programmed in the CIP in Fiscal Year 2020-21.

FINANCIAL IMPACT

- Approval of this recommendation will appropriate $14,685 from the fund balance of Circulation System Improvement Fees (Fund 354) and appropriate $149,670 of additional HSIP grant revenue (Fund 275) for Traffic Signal Modifications PW 19-98 (Project 183114). After this appropriation request, the projected FY 2019-20 unassigned fund balance of Circulation System Improvement Fees (Fund 354) is $6.72 million.

CITY OF OXNARD CALIFORNIA

QUESTIONS?

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.4.

DATE: January 14, 2020

TO: Public Works and Transportation Committee

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Appropriation of Funds for Wastewater Treatment Reliability Projects. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend the City Council authorize an appropriation from the Wastewater Treatment Operating Fund 621 in the amount of $451,680 to fund agreement A-7815 with AECOM Technical Services Inc. for engineering design services for projects at the Oxnard Wastewater Treatment Plant.

BACKGROUND

AECOM Technical Services Inc. (AECOM) provides the City of Oxnard with civil engineering services, primarily for the Wastewater and Water Divisions of the Public Works Department. The City previously had two agreements with AECOM: one for the Oxnard Wastewater Treatment Plant (OWTP) improvements (Wastewater Agreement A-7815) and another for the water operations support (Water Agreement A-7700).

On December 13, 2017 (second amendment to agreement A-7815), City Council approved merging the two contracts into one master agreement A-7815 for a total amount not to exceed $13,429,858.

The breakdown of the total contract amount is:
• $4,263,693 for Water
• $8,916,165 for Wastewater (of which $5,785,297 was added and approved for design and post design services)
• $250,000 for on-call engineering services

DISCUSSION

On December 13, 2017, City Council approved the Second Amendment to Agreement A-7815 with AECOM Engineering in the amount of $5,785,297 for the OWTP design and post design services. To date, $5,333,617 of the contract amount has been encumbered. The scope of the second amendment was for the design and engineering services during construction for the OWTP reliability projects. AECOM has completed approximately 90% of the final design of the reliability projects.

Bid documents are being prepared for the following projects:

• Site Security Upgrades
• New Electrical Building
• New Emergency Generator
• Replacement Storage Building
• Headworks Odor Control
• Activated Sludge Tank Diffuser Replacement
• Inter-Stage Pumping Station Upgrades
• Replacement of SCADA System
• Motor Control Center Replacement
• Site Piping Improvements

The following projects are in construction:
• Rebuild of Third Cogeneration Unit
• Emergency Repairs Project

Staff is now requesting an appropriation of $451,680 to complete the remaining OWTP design effort as well as engineering services during and after construction. This appropriation concludes the encumbrance of the remaining funds for the A-7815 AECOM agreement.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Process strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives.

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Objective 4a. Implement CIP plans.

Objective 4b. Catch up on deferred maintenance for City facilities.

FINANCIAL IMPACT

Additional funding of $451,680 is to be appropriated to fund the remaining design and post design engineering services of the listed projects for the OWTP. After this appropriation, the FY19-20 Projected Ending Unassigned Fund Balance of the Wastewater Operating Funds is $27.14 million and the Wastewater Security Contamination Fund is $1.54 million.

Project Number and Descriptions	Funding Wastewater Treatment Operating Fund 621
Project# 186605 Primary Clarifier Rehab	$ 20,000.00
Project# 186607 Activated Sludge Tank Rehab	$ 22,584.00
Project# 186613 SCADA	$ 90,336.00
Project# 186614 Lab HVAC Unit	$ 70,336.00

Project# 186620 Headworks Rehab & Odor Control	$ 37,752.00
Project# 186621 Digesters Rehab	$ 45,168.00
Project# 186622 Interstage & Effluent Pump Station Rehab	$ 22,584.00
Project# 186624 Plant Motor Control Center Panel Replacement	$ 22,584.00
Project# 186625 Main Electrical Building Replacement	$ 22,584.00
Project# 186626 Site Piping Replacement	$ 30,000.00
Project# 186627 WW Site Security	$ 22,584.00
Project# 186628 Storage Warehouse Building	$ 45,168.00
Total recommended	$ 451,680.00

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. A-7815 Budget Appropriation
2. Executed Original Agreement - AECOM A-7815
3. AECOM A-7815 (A1)
4. A-7815 Amedment 2
5. AECOM A-7815 OWWTP Final PPT

REQUEST FOR BUDGET APPROPRIATION

ITEM #D-4

Department: PUBLIC WORKS **Date:** November 12, 2019

Project/Program Manager: JORGE ESPINOSA **Phone:** 805-276-7141

Reason for Appropriation:

Appropriate necessary funds to fufill agreement A-7815 with AECOM for engineering and design services for Oxnard Wastewater Treatment Reliability Projects.

Accounts and Descriptions		AMOUNT
Fund: 621- WASTEWATER TREATMENT OPERATING		
Expenditures/Transfers Out		
PRIMARY CLARIFIER REHAB (Project 186605)		
621-6631-826.86-25	ARCHITECHTURAL & ENGINEERING COST	20,000
ACTIVATED SLUDGE TANK REHAB (Project 186607)		
621-6631-826.86-25	ARCHITECHTURAL & ENGINEERING COST	22,584
SCADA (PROJECT 186613)		
621-6631-826.86-25	ARCHITECHTURAL & ENGINEERING COST	90,336
LAB HVAC UNIT (Project 186614)		
621-6631-826.86-25	ARCHITECHTURAL & ENGINEERING COST	70,336
HEADWORKS REHAB & ODOR CONTROL (Project 186620)		
621-6631-826.86-25	ARCHITECHTURAL & ENGINEERING COST	37,752
DIGESTERS REHAB (Project 186621)		
621-6631-826.86-25	ARCHITECHTURAL & ENGINEERING COST	45,168
INTERSTAGE & EFFLUENT PUM STATION REHAB (PROJECT 186622)		
621-6631-826.86-25	ARCHITECHTURAL & ENGINEERING COST	22,584
PLANT MOTOR CONTROL CENTER PANEL REPLACEMENT (Project 186624)		
621-6631-826.86-25	ARCHITECHTURAL & ENGINEERING COST	22,584
MAIN ELECTRICAL BUILDING REPLACEMENT (Project 186625)		
621-6631-826.86-25	ARCHITECHTURAL & ENGINEERING COST	22,584
SITE PIPING REPLACEMENT (Project 186626)		
621-6631-826.86-25	ARCHITECHTURAL & ENGINEERING COST	30,000
STORAGE WAREHOUSE BUILDING (Project 186628)		
621-6631-826.86-25	ARCHITECHTURAL & ENGINEERING COST	45,168
	Sub-total Expenditures	429,096
	Net Change to Fund Balance	**(429,096)**
Fund: 628- WW SEC & CONTAMINATION		
WW SITE SECURITY (Project 186627)		
628-6631-826.86-25	ARCHITECHTURAL & ENGINEERING COST	22,584
	Sub-total Expenditures	22,584
	Net Change to Fund Balance	**(22,584)**
	Net Appropriation Change	**451,680**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only)_____

BA Doc# (Finance Use Only)_____

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

Agreement No. A-7815

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (**"Agreement"**) is made and entered into in the County of Ventura, State of California, this 28th day of July, 2015, by and between the City of Oxnard, a municipal corporation (**"City"**), and AECOM Technical Services, Inc. (**"Consultant"**). City and Consultant are sometimes individually referred to as **"Party"** and collectively as **"Parties."**

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services.

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in **Exhibit A** attached hereto and incorporated by this reference in full herein (the **"Services"**).

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with the Services to be performed for the City.

5. Coordination of Services

The Services shall be coordinated with the Project Manager (**"Manager"**), subject to the direction of the City Manager or Department Manager.

6. Place of Work

Consultant shall perform the Services provided for in this Agreement at any place or location and at such times as the Consultant shall determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedule provided in **Exhibit B** attached hereto and incorporated by this reference in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Glen Hille, P.E., as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on July 28, 2015, and expire on July 28, 2016.

13. Termination

a. This Agreement may be terminated by City without cause if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City

agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $218,745 for the Services at rates provided in **Exhibit C** attached hereto and incorporated by this reference in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the Services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such Services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services (**"documents and materials"**) shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Manager.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) calendar days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services

to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Manager.

21. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in **Exhibit INS-**A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-**A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in **Exhibit INS-**A.

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

a. City and Consultant agree that in the performance of the Services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a **"governmental decision"** as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's

employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to AECOM Technical Services, Inc., 1220 Avenida Acaso, Camarillo, CA 93012 Attention: Glen Hille, P.E.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Utilities Department, 305 West Third Street, East Wing, Oxnard, California 93030, Attention: Daniel Rydberg, P.E.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

Tim Flynn, Mayor

CONSULTANT

Glen Hille, Vice President
AECOM Technical Services, Inc.

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO INSURANCE:

for Risk Manager

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:

Daniel Rydberg, P.E., Interim Utilities Director

EXHIBIT A
SCOPE OF SERVICES

This scope of work has been prepared for the proposed Capital Improvements Program being developed for the Oxnard Wastewater Treatment Plant (OWTP). The scope will be performed in multiple phases. The initial efforts include the tasks needed to support the rate study for the long-term capital improvements. If authorized, additional tasks include preliminary design of Phase 1 improvements to the OWTP, and conceptual design for the relocated facility.

The City of Oxnard is working with the Master Plan Consultant on the overall implementation plan for the funding and public interface of the OWTP Improvements. Thus, support for the following tasks is not included in this scope of services:

- Master planning
- Proposition 218 process
- Funding support
- Overall program CEQA compliance support
- Grant funding
- Interface with Regional Water Quality Control Board for Master Plan Project.
- Services related to contaminated soil/water or hazardous materials
- Regional Water Quality Control Board coordination and reporting
- Grant Management services

The Consultant anticipates the following conditions:

Safety: Consultant shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, including safety precautions and procedures, as these are solely the responsibility of the construction contractor. Consultant shall not have the authority to stop the work of the construction contractor. In no event shall Consultant be liable for the acts or omissions of any construction contractors, their subcontractors, any of their agents or employees, or any other persons or entities performing any work related to this project, or for the failure of any them to carry out construction work under contract with the City.

Opinions of Construction Cost: Any Opinion of the Construction Cost prepared by Consultant represents its judgment as a design professional and is supplied for the general guidance of City. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to City.

Hazardous Materials: Notwithstanding anything in this Agreement, Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure to persons to hazardous materials in any form, at the Project Site.

0.0 PROJECT MANAGEMENT – (PHASE 1)

0.1 PROJECT MANAGEMENT

Consultant will provide the following project management functions for 3 months:

0.1.1 Prepare Project Plan

The Project Work Plan will define how the consultation will proceed and will include tasks such as Consultant staffing assignment, communication protocol, deliverables, task leaders, and an anticipated project schedule.

- Deliverables: Project Work Plan

0.1.2 Prepare Monthly Invoices, Progress Reports, and Earned Value Analysis

Monthly progress reports will include summary of tasks completed, ongoing tasks, data requests, earned value analysis and work scheduled for following month. Reports will be submitted with monthly invoices.

- Deliverables: Monthly invoices, progress reports, and earned value analysis.

0.1.3 Project Management and QA/QC Coordination

This task includes coordination with the City and the project team, and quality control review. Overall project management for Phase 1 duration of 3 months, which includes supervision of in-house staff, planning and monitoring of contract budget and schedule, and coordination with the City and its other consultants, will be conducted by Project Manager, Joe Huang (PM).

0.2 MEETINGS AND WORKSHOPS

0.2.1 Coordination Meetings

The execution of the project from concept through design will require close coordination with City staff, as concepts and designs are developed and reviewed.

Meetings will be held at OWTP throughout the rate study support period and will include a summary of work completed, work planned, key issues, data needs, budget update and schedule overview. Consultant will lead the meetings and prepare an agenda, which will be distributed at least two days before the meeting. AECOM's and KEH's project managers will attend these meetings, with other technical staff attending as required.

- Deliverables: Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

1.0 CONCEPTUAL PLAN AND RATE STUDY SUPPORT (PHASE 1)

1.1 DEVELOP INTERIM NEEDS FOR OWTP

Consultant will review immediate needs plan for the existing OWTP, to provide capability to extend facility life up to eight (8) years. Investigations will include equipment and process evaluation for interim improvements that will extend process efficiency, replace deficient equipment, enhance interim treatment, and provide transition facilities as needed until the new treatment facility is commissioned.

Improvements and upgrades may include some or all of the following:

a. Headworks Odor Control with Screen Walls, Concrete Repair, and Fiberglass Cover Replacement
b. Headworks Below Cover Coating Repairs
c. Replace Primary Clarifier Equipment
d. Demolish Biotowers
e. Add Baffle Walls in ASTs
f. Upgrade Interstage Pump Station
g. Effluent Pump Station Modification
h. Clean Digesters
i. Rehab the Gravity Thickeners
j. Refurbish Belt Filter Presses
k. Refurbish Cogeneration Units
l. Standby Generators
m. Replace Plant MCCs
n. Plant-wide Utilities Upgrades
o. SCADA System Upgrades

The evaluation will include review of plant operational risks, mandatory code and safety improvements, and remaining life analysis. Plant staff will be interviewed and maintenance history evaluated. Final recommendations will be subject to funding objectives and priorities established by the City.

A technical memorandum describing the analysis and recommendations will be prepared.

- Deliverables:
  - Draft Investigations Technical Memorandum
  - Final Investigations Technical Memorandum

1.2 CONCEPT DEVELOPMENT FOR FUTURE TREATMENT FACILITY

Based on the potential plan to relocate the treatment facilities to a new site, Consultant will develop detailed concepts for a membrane bioreactor facility in one of the several identified sites near West Hueneme Road. The conceptual plans will include up to three scenarios for incorporating existing facilities or abandoning the existing site. Concept

planning will include treatment requirements to meet Advanced Water Purification Facility (AWPF) raw water supply, Title 22 requirements for direct reuse, and ocean discharge

- Deliverables:
  - Draft Conceptual Plan Technical Memorandum
  - Conceptual Plan Review Workshop Minutes
  - Final Conceptual Plan Technical Memorandum

1.3 COST PROJECTIONS FOR CAPITAL IMPROVEMENTS

Consultant will develop cost estimates to AAEC International, Class 4 Feasibility. Estimates will be developed on layout drawings developed for this purpose, using process sizing and industry standards for structure layouts. Estimates will include site development based on available site information, demolition and phasing of improvements for optimum use of existing facilities. It is intended that these estimates will refine the capital cost budgets as prepared by the Master Plan Consultant. A workshop will be held to review the estimates and assumptions on use of existing facilities.

- Deliverables:
  - Draft and Final Construction Cost Estimates.
  - Workshop Meeting Minutes.
  - Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

1.4 PARTICIPATION IN WORKSHOPS

Consultant will develop presentations for workshops and planning meetings with the City to review the technical details of the various investigations. Alternative analyses will be developed using economic and non-economic criteria, and presented for discussion with City engineering and operations staff.

- Deliverables:
  - Draft Presentation Materials in PowerPoint and PDF format
  - Workshop Meeting Minutes.
  - Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

1.5 COORDINATE WITH MASTER PLAN CONSULTANT

Consultant will share information and attend public meetings and workshops, and planning meetings to align efforts with those of the Master Plan Consultant.

Consultant will coordinate with the City and Master Plan consultant through Design Workshops. Master Plan Consultant's services will include, but not be limited to:

- Attendance and participation at meetings and workshops
- Graphic support and detailed evaluations of alternatives
- Overall wastewater system recommendations and co-ordination

2.0 PHASE 2 PRELIMINARY DESIGN (NOT AUTHORIZED)

Consultant will evaluate and perform the preliminary design of the interim improvements identified in the approved facilities plan determined in the rate study support efforts in Task 1:

A. Interim Treatment Process Improvements.
B. Site and Utilities Improvements.
C. Emergency generator and main switchgear improvements.
D. Collection system odor control facilities.

This initial procurement will include preliminary design of these elements, and other elements determined during facilities planning stage in Task 1. This analysis will determine sequencing and packaging of the elements into actual design and construction packages. This authorization will include detailed design, bidding and construction services for the Collection system odor control facilities.

Future Authorization: Consultant will conduct a siting study for a new treatment facility, for up to three sites identified by the City. Following site selection, Consultant shall develop a Conceptual design based on the recommendations developed in the updated facilities plan.

2.1 PROJECT MANAGEMENT

Consultant will provide the following project management functions for 16 months (8 months for preliminary design activities and 8 additional months for final design, bidding and construction of chemical feed facilities):

2.1.1 Prepare Project Charter

Includes facilitation of a kick-off meeting and project charter development; attendees will include all stakeholders, including operations, management and engineering staff.

- Deliverables: Project Charter.

2.1.2 Prepare Project Plan

The Project Work Plan will define how the OWTP improvements will proceed and will include tasks such as Consultant staffing assignment, communication protocol, deliverables, task leaders, goals and an anticipated project schedule. Effort includes a staff survey to develop a list of needs and prioritize actions.

- Deliverables: Project Work Plan

2.1.3 Prepare Monthly Invoices, Progress Reports, and Earned Value Analysis

Monthly progress reports will include summary of tasks completed, ongoing tasks, data requests, earned value analysis and work scheduled for following month. Reports will be submitted with monthly invoices.

- Deliverables: Monthly invoices, progress reports, and earned value analysis.

2.1.4 Project Management and QA/QC Coordination

This task includes coordination with the City and the project team, and quality control review. Overall project management for Phase 1 duration of 16 months, which includes supervision of in-house staff, planning and monitoring of contract budget and schedule, and coordination with the City and its other consultants, will be conducted by Project Manager, Joe Huang (PM).

Provide senior technical review and implement our quality assurance and quality control (QA/QC) measures throughout the project. Our QA/QC procedures ensure all work products provided to the City follow strict adherence to industry and City of Oxnard design standards

2.2 MEETINGS AND WORKSHOPS

2.2.1 Kickoff Workshop

An overall Project Kickoff Workshop will be held to establish the Project Charter and overall project direction and scope of the project tracks.

1. Kick-off Workshop – The intent of the workshop is to establish the Project Charter, review the overall project elements and identify and prioritize those elements in each Project track. Initial data request will be submitted by the Consultant. Attendees will include Project Managers for AECOM and KEH, as well as the lead designers as applicable.

2.2.2 Monthly Coordination Meetings

The execution of the project from concept through design will require close coordination with City staff, as concepts and designs are developed and reviewed.

Monthly meetings will be held at OWTP through delivery of the final preliminary design report, and through completion of construction of the collection system chemical feed facilities, and will include a summary of work completed, work planned, key issues, data needs, budget update and schedule overview. Consultant will lead the meetings and prepare an agenda, which will be distributed at least two days before the meeting. AECOM's and KEH's project managers will attend these meetings, with other technical staff attending as required.

- Deliverables: Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

3.0 PRELIMINARY INVESTIGATIONS (NOT AUTHORIZED)

3.1 DATA REVIEW AND SITE INVESTIGATIONS

Consultant will develop a data request and deliver to the City. Consultant will review the performance data, as-built files, equipment cut-sheets and conduct a field investigation with City staff.

The City will provide base drawings for existing onsite facilities, utilities, controls and infrastructure will be provided following notice to proceed.

3.2 COORDINATE WITH ENERGY COALITION (IF REQUIRED)

Consultant will coordinate with the City's Energy Consultant, Energy Coalition, to recognize opportunities to maximize energy efficiency and energy rebates. This coordination shall consist of inviting Energy Coalition to key meetings, providing and sharing information requested, and responding to Energy Coalition comments during planning, preliminary, and early in detailed design.

3.3 FIELD SURVEY

If required, consultant will provide an aerial topographic survey of the entire treatment facility areas, supplemented by ground surveys for the south area of OWTP, encompassing the area south of the Secondary Treatment Basins including the Primary Clarifiers, the Biotowers, and area around existing Effluent Pump Station. Furthermore, design level surveys will be performed at Lift Stations 6 and 8, Riverpark Development, Blending Station No. 1, and the Materials Recycling Facility to facilitate design of the chemical addition facilities at these sites.

This scope of services is limited to the services described herein and does not include potholing of existing underground utilities; title company reports, services and fees; boundary or construction surveying; setting boundary or right of way monuments; preparing and filing Corner Records or maps of any kind.

Aerial Topographic Mapping

- Perform control network survey for the purpose of establishing horizontal and vertical positions on the aerial targets for photogrammetric mapping. Control will be tied to the current datums in use for the Oxnard area: CCS83, Zone 5, Epoch 1995.00 horizontally and NAVD88 vertically.
- Coordinate with aerial mapping company to obtain aerial photography and mapping. Topographic mapping will be compiled using standard photogrammetric methods at a scale of 1 inch equals 20 feet, with a one foot contour interval as an AutoCAD drawing file.
- Perform field survey to locate visible surface features related to utilities such as meters, valves, backflow preventers, poles, warning signs, paint marks, exposed

pipe sections, etc., not identifiable from aerial mapping, as well as critical design constraints as known at the time of this proposal. Note, for cost control reasons, not all pipes and features at the facility are intended to be located by field survey at this time (although they will be depicted in the aerial mapping). Field surveys will include the areas listed above and the street corridor along Perkins. Additional data will be located by specific direction under the "field allowance" allocated (3 field days). The Consultant anticipates no internal surveys of tanks/structures.

- Perform field survey to locate visible surface features at the four offsite facilities previously noted. The Consultant anticipates no internal surveys of tanks/structures.
- Download and compute survey data. The data will be added to the AutoCAD base map drawing and each feature will be clearly labeled as identified in the field.
- Create an AutoCAD drawing for the project base map, including a title sheet with surveyor's notes, vicinity map and legend.
- Deliverables (electronic): Consultant will provide electronic AutoCAD drawing files. Consultant will include a PDF of a project information sheet, including the reduced scaled overall site limits, location map, surveyor's notes, control point listing, and record control references suitable to be plotted at a 22" x 34" sheet. This informational sheet will be signed and sealed by a California Licensed Land Surveyor. The actual mapping product is intended to be the electronic (digital) version only.

Digital Orthophotography

- Digital image files will be created in the appropriate format. The image will have a pixel resolution of 0.08 feet (each pixel will represent approximately 1" on the ground) suitable for plotting at a scale of 1" = 20'. Images will be inserted into the AutoCAD base map drawing.

Compile Utility Information

- Research utility providers via DigAlert within the immediate vicinity of project limits (public streets only) and request pertinent utility base maps and atlases sufficient to compile the offsite public utility features in the immediate vicinity of the site and that would be necessary to serve the property. These include water mains, sewer mains, gas mains, storm drain lines, fire hydrants, utility poles, telecommunications and cable television. Only onsite visible surface utilities will be shown. The offsite subsurface utility compilation will be combined with surface utility features made by field survey to depict the best estimation of location. Consultant cannot warrant the exact location, size or capacity of subsurface utilities and will only depict what is reported to us by the utility providers. Consultant will contact Underground Service Alert (USA) for marking lines prior to the field survey.

Subsurface Investigations

- OWTP is an existing operating facility with many underground pipelines, power and communication conduits, and other utilities. The Subsurface Investigation will

seek to identify the underground conditions in the areas south of the Secondary Treatment Basins, around the Primary Clarifiers and Biotowers. The scope of services for the Subsurface Investigation includes using a standard electromagnetic utility locator and with ground penetrating radar to locate pipes and other utilities. An allowance for additional subsurface investigations is included. .

3.4 GEOTECHNICAL REPORT AND SEISMIC RESPONSE SPECTRA

The scope of services for Geotechnical Engineering will provide preliminary geotechnical design criteria for the OWTP and Headworks sites, and five collection system sites (Lift Stations 6 and 8, Riverpark Development, Blending Station No. 1, and the Materials Recycling Facility), and includes the following:

- After visiting the site to mark points of exploration with facility staff, and notifying Underground Service Alert, Consultant will explore the subsurface conditions and materials by drilling approximately five deep geotechnical borings, eight cone penetrometer test (CPT) soundings, and five environmental/geotechnical borings. The borings will be- situated throughout the southern end of the OWTP facility in areas that are currently accessible, but ostensibly useful for the improvements expected to be constructed as part of the long range plan. Five total additional borings and five total environmental borings will be advanced at the collection system sites.

- A total of five 50-foot deep borings will be drilled using a mud rotary system at the OWTP and Headworks sites. Consultant will log the test holes and supervise the field study. Relatively undisturbed samples will be taken from the test holes and sealed in containers, and bulk samples from the cuttings will be secured in bags. The samples will be returned to Consultant's laboratory for testing. Consultant will utilize the mud rotary system to serve as a tremie to backfill the holes with slurry and/or bentonite, as per City of Oxnard guidelines. (The Consultant anticipates the cuttings are non-hazardous and they can be drummed and can be hauled off-site. Additional fees may be incurred if drummed materials are found to be hazardous.)

- Geotechnical borings at the Lift Stations 6 and 8, Riverpark Development, Materials Recycling Facility, and Blending Station No. 1 sites will be advanced to a depth of 50 feet for analysis of liquefaction potential, with samples handled as described above. Environmental borings at the Lift Stations 6 and 8 and Riverpark Development sites will be advance to groundwater.

- The City will provide geotechnical information for the Blending Station No. 1 and Material Recycling Facility sites. The Consultant will review this information to determine whether additional borings will be required. This cost proposal includes a geotechnical and environmental boring at each of these two sites.

- A total of eight CPT soundings will be advanced at the OWTP and Headworks sites to provide additional data for use in analyzing the liquefaction potential and

settlement concerns with respect to subsurface soils. The soundings are planned to be advanced to depths ranging from 50 to 120 feet. The soundings, which are approximately 2 inches in diameter, will be backfilled with bentonite.

- Five borings for use in both environmental and geotechnical analyses would be advanced to depths ranging from 10 to 25 feet. Standard environmental testing protocols would be followed, and a licensed C57 drilling operator would be utilized to advance the borings. As the borings are advanced, environmental services would include screening of soil samples with a Photo Ionization Detector (PID), as per the RFP. The hollow-stem auger will be used as a tremie to backfill the borings with slurry and bentonite, as per City of Oxnard guidelines. (The Consultant anticipates the cuttings are non-hazardous and they can be drummed and can be hauled off-site. Additional fees may be incurred if drummed materials are found to exceed action limits.)

- Because of shallow groundwater conditions, and the seismicity of the region, the Consultants will have a focus on liquefaction and lateral spreading, and the potential design issues associated with those phenomena. These factors will be central to the planned exploration and analysis programs. Furthermore, testing will be performed to aid dewatering contractors in their estimation of quantities that will need to be pumped during construction.

- Laboratory testing will be performed on soil samples collected during the field exploration to help identify and evaluate subsurface site characteristics. Geotechnical tests will include, but may not be limited to: measurement of in-place moisture and density; determination of maximum density and optimum moisture of soils anticipated to be involved in site grading; direct shear testing of remolded samples of anticipated bearing soils; consolidation testing of in-situ conditions; expansion index testing of anticipated bearing soils; plasticity index and grain size analyses of key soil types; and pH, resistivity, soluble chloride and soluble sulfate testing of soils anticipated to be in contact with foundations. Environmental testing will include Total Petroleum Hydrocarbon (TPH) and Benzene, Toluene, Ethylbenzene, and Xylenes (BTEX) evaluations for samples were field PID readings equaled or exceeded 45 ppm. For the purposes of this proposal, the Consultant anticipates that five samples will need to be tested from each environmental boring in accordance with EPA procedures 8015 and 8020.

- Once field and laboratory tests are complete the data will be organized and analyzed by the Consultant to develop conclusions and recommendations relevant to site development.

- A Geotechnical Engineering Report will be prepared based on evaluation of the data obtained from the exploration and testing programs, and on experience and judgment. Included in the report will be descriptions of the field and laboratory tests performed during the Consultant's studies, discussions pertaining to the engineering properties of soil types encountered on-site, and recommendations for site development based on the geotechnical conditions.

Recommendations will include: criteria for grading; seismic design parameters; vertical, lateral and bearing pressures for use in structural design; estimated total and differential settlements; minimum foundation design criteria; and depth to groundwater.

4.0 PERMITTING FACILITIES (NOT AUTHORIZED)

4.1 STORM WATER PERMITTING

Consultant will assist the City in renewing its Storm Water Pollution Prevention Plans (SWPPPs) for the OWTP, Headworks, Advanced Water Purification Facility (AWPF), and Material Recycling Facility (MRF). The SWPPP will be prepared to comply with the requirements of the State of California's new General Permit for Storm Water Discharges Associated with Industrial Activities (i.e., Industrial General Permit [IGP]) (Water Quality Order 2014-0057-DWQ, National Pollutant Discharge Elimination System [NPDES] CAS000001). The Consultant anticipates the SWPPP is not being prepared to comply with the Ventura County Municipal Separate Storm Sewer System (MS4) permit. The scope of work for this task includes:

4.1.1 Review Available Materials

The Consultant anticipates that all of the storm water runoff traversing the treatment areas of the OWTP premises was captured and treated in the plant prior to 2008. With the 2008 expansion of the treatment plant, including the new headworks facility, this is no longer the case.

The City has also taken over operation of the Materials Recovery Facility (MRF) and will need to update the stormwater documentation for this facility.

The Consultant will review available documents and materials provided by City staff in email or hardcopy regarding the facility's operations to verify applicability of the IGP to the facility and to determine if the facility requires coverage under a Notice of Intent, or may be eligible for No Exposure Certification (NEC) or Notice of Non-Applicability (NONA). Materials to be provided by the OWTP staff include site maps and documents describing relevant attributes of the facility (storm drain maps, draft or internal SWPPP, Spill Prevention, Control, and Countermeasure Plan, Hazardous Materials Business Plan, storm drain map, and other environmental documents or permits). The Consultant will need City staff to provide existing facility drawings in CADD or GIS if available. The Consultant anticipates that the facilities do not have coverage under the current IGP and has not performed storm water sampling.

The Consultant will review those documents City staff can make available in advance of the Task 2.1.2 Site Visits, with additional data provided and reviewed during the site visit.

4.1.2 Conduct Site Visits

The Consultant will perform a one- to two-day site visit to the OWTP, Headworks, AWPF, and MRF to collect information needed to prepare the SWPPP and prepare

detailed site maps. During the site visits, the Consultant will inspect the sites' storm water drainage system to determine needed storm water sampling locations. The Consultant will identify which portions of the facilities' stormwater is captured and treated on the site, which portion may be discharged off-site to the City storm drain system, if any, and which portion is discharged directly to a detention basin without treatment, if any. The Consultant anticipates that City staff will provide a storm drain system map and have staff available to assist with removal of storm drain lids to verify the layout of the storm drain system.

During the site visits, the Consultant will discuss with City staff information needed to complete the SWPPP, such as:

- Make-up and experience of the Storm Water Pollution Prevention Team and training needs
- Availability of sampling equipment, if any
- Potential polluting materials used at the site, including storage locations and loading/unloading activities
- Comparison of current site operations versus minimum Best Management Practices (BMPs) required by the IGP; where possible, written standard operating procedures are desired

The Consultant anticipates that the facilities will not require the use of advanced BMPs to comply with the IGP. Costs to design advanced BMPs are not included in this proposal.

During the site visit, the Consultant will review the SWPPP checklist, NEC checklist, and site map requirements in accordance with the appendices and attachments to the IGP to ensure needed information is collected.

4.1.3 Prepare Draft SWPPP and Site Map

The Consultant will prepare the draft SWPPP and site map to comply with the new IGP. The Consultant's approach will be to keep the SWPPP brief and, thereby, functional for use by the OWTP, Headworks, AWPF, and MRF staff. At a minimum, the SWPPP will cover the following topics:

- Facility name and contact information, including identifying the Storm Water Pollution Prevention Team
- Site description
- Site map
- List of industrial materials: industrial processes, material handling and storage areas, dust and particulate generating areas, significant spills and leaks, non-storm water discharges, erodible surfaces
- Assessment of potential pollutant sources
- Minimum BMPs: good housekeeping, preventive maintenance, spill and leak prevention and response, material handling and waste management, erosion and sediment control, employee training programs, quality assurance and record-keeping

- Advanced BMPs (if determined to be applicable – not included in our cost estimate): exposure minimization BMPs, storm water containment and discharge reduction BMPs, treatment control BMPs, other advanced BMPs
- Annual comprehensive facility compliance evaluation
- Monitoring Implementation Plan
- Date SWPPP initially prepared and date of amendments

Consultant will lead a workshop two weeks after delivery of the Draft documents to review and receive comments from City staff. One week before the workshop, the Consultant will provide an agenda to the City.

- Deliverables:
  - Draft SWPPP and Site Map.
  - Workshop Meeting Minutes.

The documents will be provided in electronic format via email, unless the City requests hardcopy or other digital format.

4.1.4 Prepare Final SWPPP and Site Map

The Consultant will revise the SWPPP and Site Map based on the City's comments. The final copy will be provided in electronic format via email for ease in uploading to the State Water Board's Storm Water Multiple Application and Report Tracking System (SMARTS) website. The Consultant will also provide up to three hardcopy and/or CD format copies of the Final SWPPP and Site Map if requested by the City.

- Deliverables:
  - Final SWPPP and Site Map.

4.1.5 Permit Application Support

The Consultant will provide support to the City's staff complete the permit application process. Support will include providing additional information for use in entering the Permit Registration Documents in SMARTS, and assistance with data entry and document upload. However, the Consultant will not be able to directly enter information that must be uploaded by the Legally Responsible Person, such as providing certification. The City will be responsible for any required permit fees.

4.2 CEQA COMPLIANCE

Under this phase of the Contract, the Consultant will provide technical data and information for the program EIR being prepared by the City and its Environmental Consultant. It is the Consultant's understanding that this EIR is being prepared to satisfy Proposition 218 requirements. The Consultant will provide technical support for the Environment Consultants in the preparation of this document. To this end the Consultant is allocating 400 hours of support for coordinating with the Environmental Consultant.

Included in these hours is providing environmental permitting for the collection system chemical systems. The Consultant anticipates these facilities will fall within a Class 1 Categorical Exemption for Existing Facilities (CEQA Guidelines Section 15301).

5.0 RIGHT OF WAY ACQUISITION SERVICES (NOT AUTHORIZED)

6.0 PRELIMINARY DESIGN (NOT AUTHORIZED)

6.1 PRELIMINARY DESIGN DEVELOPMENT

6.1.1 Secondary Treatment Improvements

Consultant will prepare a Pre-Design Investigations Technical Memorandum to identify the best value process modifications, identify key project elements of the preferred alternative, and define the design criteria for the recommended alternative. Up to three (3) alternatives will be evaluated by the Consultant. Each alternative will include process description, flexibility of process, compatibility with future projects, redundancy assumptions, operational requirements, results of process modeling, and ancillary equipment requirements.

The Draft TM will be submitted to the City and reviewed with the City in a Pre-Design Workshop. The review comments will be incorporated into the Final TM before any detailed design efforts are initiated.

- Deliverables:
  - Draft Pre-Design Investigations Technical Memorandum
  - Pre-Design Review Workshop Minutes
  - Final Pre-Design Investigations Technical Memorandum

6.1.2 Emergency Generator and Main Switchgear Improvements

The preliminary design of the emergency generator improvements consists of evaluation of the following:

- The new emergency standby power facility includes electrical switchgear, circuit breakers, automatic transfer switch, self-contained generator, sound attenuating structure, integral fuel storage system, and interconnection with the cogeneration system. The standby power facility will have sufficient capacity to power the entire OWTP except for the Headworks.
- Main switchgear improvements shifting the load from 480V bus to 2400V bus.
- Assess the corrosion in the electrical vaults and study options to mitigate the corrosion. Refurbish the vaults identified as needing repair.
- Study options for immediate modifications to provide a reliable and redundant power supply for the Effluent Pump Station, building upon those proposed in the 2007 EPS Conceptual Design Study.
- Instrumentation and SCADA upgrades to support the electrical modifications.
- Logic modifications for the cogeneration system with the new emergency power system.

Consultant will coordinate with the Master Plan Consultant's Arc Flash Study and develop the design as applicable in accordance with the Study's findings.

Consultant will prepare a Pre-Design Investigations Technical Memorandum that will include evaluation of up to two (2) alternatives for emergency generator and switchgear replacement. Evaluation for each alternative will include process description, flexibility of process, and compatibility with future plant expansion, life cycle costs, redundancy assumptions, operational requirements, and ancillary equipment requirements.

The Draft TM will be submitted to the City and reviewed with the City in a Pre-Design Workshop. The review comments will be incorporated into the Final TM before any detailed design efforts are initiated.

- Deliverables:
  - Draft Pre-Design Investigations Technical Memorandum
  - Pre-Design Review Workshop Minutes
  - Final Pre-Design Investigations Technical Memorandum

6.1.3 Primary Clarifier Improvements

This task consists of evaluation of the alternatives for improvements to the Primary Clarifiers.

Consultant will undertake and complete pre-design investigations and summarize the results, conclusions and recommendations resulting from these investigations in a Pre-Design Technical Memorandum. This report will be submitted to the City and reviewed with the City in a Pre-Design Workshop before any detailed design efforts are initiated.

The Draft TM will be submitted to the City and reviewed with the City in a Pre-Design Workshop. The review comments will be incorporated into the Final TM before any detailed design efforts are initiated.

- Deliverables:
  - Draft Pre-Design Investigations Technical Memorandum
  - Pre-Design Review Workshop Minutes
  - Final Pre-Design Investigations Technical Memorandum

6.1.4 Collection System Chemical Addition Facilities

Based on the recent chemical addition preliminary testing to reduce odors generated from the City's collection system, the City has elected to install the following facilities:

- Pilot study to obtain design criteria.
- Permanent Magnesium Hydroxide Addition Facility at the City's existing sewer Lift Station No. 6 (LS 6).
- Pilot Magnesium Hydroxide Addition Facilities at Lift Station No. 8 (LS8). To verify design criteria.

- Permanent Magnesium Hydroxide Addition Facility at the City's Riverpark Development.
- Permanent Magnesium Hydroxide Addition Facility at the City's Blending Station No. 1.
- Permanent Magnesium Hydroxide Addition Facility at the City's Solid Waste Transfer Station.

The chemical addition facilities will reduce significant odors generated from the City's Redwood, Central, and Eastern Trunk Sewers. The new chemical addition facility will include a chemical storage tank, chemical metering pumps, a mechanical mixer, power and water to the facility, and other accessories and supporting facilities.

Consultant will verify existing conditions via site investigations (including geotechnical for each Lift Station Site and the Riverpark Development Site), review of existing as-built documents, and available geotechnical reports (the City will provide existing geotechnical reports for Blending Station No. 1 and the Solid Waste Transfer Station) and property parcel maps and right-of-ways. The task includes the survey effort needed to prepare the site civil design drawings. Consultant will undertake and complete pre-design investigations and summarize the results, conclusions and recommendations resulting from these investigations in a Conceptual Design TM. This TM will be submitted to the City and reviewed with the City in a Review Workshop before any detailed design efforts are initiated.

Consultant will attend and actively participate in meeting with the City to identify permitting requirements; and will prepare documentation required to support the City's permit applications.

- Deliverables:

  - Draft and Final Conceptual Design Technical Memorandum.
  - Workshop Summary.

6.1.5 Early Warning System for High Sodium and Chloride

The purpose of this task is to provide preliminary design of a system to identify potentially high sodium and chloride in the AWPF effluent. Consultant will investigate and identify a system for continuous monitoring of the influent to the OWTP and primary clarifier effluent. Consultant will perform the following:

- Review OWTP influent water quality data for sodium and chloride.
- Conduct site visit of OWTP facility.
- Review OWTP headworks facility drawings for potential monitoring equipment location.
- Review OWTP interstage pump station and secondary treatment basins drawings for potential monitoring equipment location.
- Review AWPF drawings for potential monitoring equipment location.
- Identify system for monitoring.
- Provide specifications for monitoring systems.
- Provide conceptual level drawings for installation of the monitoring

equipment, including power and instrumentation wiring.

Consultant will undertake and complete investigations and produce a Draft Design Memorandum that includes sketches, equipment model numbers, and directions for the City to use for installation. This Memorandum will be submitted to the City and reviewed with the City in a review Workshop.

After the review Workshop, the Consultant will update the Memorandum and produce a Final Design Memorandum.

The Design memorandum will be used by the City for self-installation of the Early Warning System. The level of effort includes 100 hours for coordination with the City during installation.

- Deliverables

  - Draft and Final Design Memoranda.
  - Minutes of the Review Workshop.

6.1.6 Headworks Improvements

This task consists of evaluating improvements to the Headworks Area consisting of the following:

- Headworks Area 'Below cover" concrete repairs and coatings
- Headworks Grit Dewatering Building odor control duct work air balancing improvements.
- Headworks screenings conveyors enclosures and odor ventilation improvements
- Provide new influent pump seal/cooling water system.
- Replace Headworks fiberglass (FRP) covers.
- Modify odor control stations and chemical feed stations.
- Screen wall on the north and west sides of the Headworks property, running east to Perkins Road and south to the Railroad.

Consultant will undertake and complete pre-design investigations and summarize the results, conclusions and recommendations resulting from these investigations in a Pre-Design TM. This report will be submitted to the City and reviewed with the City in a Pre-Design Workshop before any detailed design efforts are initiated.

The Draft TM will be submitted to the City and reviewed with the City in a Pre-Design Workshop. The review comments will be incorporated into the Final TM before any detailed design efforts are initiated.

- Deliverables:

  - Draft Pre-Design Investigations Technical Memorandum
  - Pre-Design Review Workshop Minutes
  - Final Pre-Design Investigations Technical Memorandum
  - Screen wall conceptual rendering for public meeting.

6.1.7 Anaerobic Digestion Improvements

This task consists of evaluation of the first phase of improvements to the Digestion Facilities:

Consultant will undertake and complete pre-design investigations and summarize the results, conclusions and recommendations resulting from these investigations in a Conceptual Design TM. This TM will be submitted to the City and reviewed with the City in a Review Workshop before any detailed design efforts are initiated.

- Deliverables:
  - Draft and Final Conceptual Design TM.
  - Minutes of the Review Workshop.
  - Specifications for cleaning Digesters 1 and 3.

6.1.8 Non-Hazardous Liquid Waste Receiving Station

Consultant will perform a study to identify criteria for the design of a non-hazardous liquid material receiving station at the Headworks or on the OWTP site.

Consultant will provide a conceptual design memorandum summarizing the design criteria and providing a conceptual layout of the station. The memorandum will be delivered two weeks before a review Workshop with the City staff.

After the review Workshop, the Consultant will update the memorandum and a Final Conceptual Design memorandum.

- Deliverables:
  - Draft and Final Conceptual Design TM.
  - Minutes of the Review Workshop.

6.1.9 Chlorination/Dechlorination Facilities

Consultant will perform an assessment of the existing chlorination and dechlorination facilities focusing on the condition of the existing equipment and long term needs of the OWTP.

Consultant will provide a conceptual design memorandum summarizing any improvements required, the appropriate design criteria, and providing a conceptual layout of the facilities. The memorandum will be delivered two weeks before a review Workshop with the City staff.

After the review Workshop, the Consultant will update the memorandum and a Final Conceptual Design memorandum.

- Deliverables:
  - Draft and Final Conceptual Design TM.
  - Review Workshop summary.

6.1.10 Outfall Hydraulics Study

OWTP discharges its treated effluent into the ocean via an outfall structure. OWTP has three means of discharging the treated effluent via the outfall. The first option is a 42-inch gravity line that connects to the downstream end of the Chlorine Contact Tank (CCT). This option is the main conveyance method until the effluent fluid level in the CCT exceeds the height of the "104 weir" at which point a variable speed vertical mixed turbine pump (Big Red), turns on and begins to convey treated effluent to the outfall. If the flow is such that the effluent fluid level in the CCT exceeds the height of the "105.5 weir," effluent is then routed to the outfall via the third means of effluent discharge, the existing Effluent Pump Station (EPS).

The current rated capacity of the outfall is 50 mgd. The Consultant will analyze the three discharge options to determine the hydraulic capacity of the outfall at high and low tide.

The analysis will only study the hydraulic capacity of the piping and pumping of the outfall. Study of the dispersion of the effluent in the ocean and whether this dispersion meets permit requirements is not within the scope of the analysis.

6.1.10.1 Develop Hydraulic Model.

Consultant will develop a computerized hydraulic model of the OWTP outfall structure, the 42-inch gravity line, Big Red, and the EPS based on record drawing information provided by the City. The model will be developed using SewerGEMS developed by Bentley Systems, Inc.

6.1.10.2 Develop Scenarios.

Consultant will analyze the following scenarios:

1. 42-inch gravity line at high tide
2. 42-inch gravity line at low tide
3. Big Red at high tide
4. Big Red at low tide
5. EPS at high tide
6. EPS at low tide

6.1.10.3 Hydraulic Analysis

Consultant will perform a hydraulic analysis for each scenario (Scenarios 1 - 6) to determine the maximum flow allowable through the 42-inch gravity line, Big Red, and the EPS at both high and low tides.

6.1.10.4 Review Results with City and Perform Additional Analysis if Needed.

Consultant will document the hydraulic analysis findings using figures and tables and meet with the City to review the results. Consultant will incorporate comments from the City, perform additional analysis, and provide updated results, if needed.

- Deliverables: Draft and Final TM summarizing the pipeline video assessment, hydraulic analysis and results. The report will include recommendations on operating flows conveyed via the 42-inch gravity line, Big Red, and the EPS at high and low tides

6.1.11 Flood Level Investigation

OWTP is constructed in a low-lying area that is potentially vulnerable to riverine, coastal, and tsunami flood hazards due to its proximity to multiple flood sources – the J Street Drain to the west, the Oxnard Industrial Drain to the east, and the Ormond Beach Wetland and Pacific Ocean to the south. Consultant understands that the OWTP would like to better understand their vulnerability to these flood hazards and has expressed interest in funding an initial investigation to identify the existing conditions (i.e., not future conditions hydrology or sea level rise) flood hazards and sources of flooding at the site.

Consultant will conduct an initial data inventory and investigation of readily-available resources to summarize the existing riverine, coastal, and tsunami flood risk at the OWTP.

- Consultant will review the effective Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) from the Federal Emergency Management Agency (FEMA) to determine the effective Base Flood Elevation (BFE) at the site. AECOM will also identify the source any existing conditions flooding (i.e., riverine or coastal).
- Consultant will compile and review previously published data layers and maps (such as those produced by the State of California in 2009) that depict tsunami inundation hazards at the site and make a high-level assessment of OWTP's vulnerability to tsunami hazards.
- Consultant will coordinate and review the City's 2030 General Plan.
- Consultant will leverage data products from the in-progress California Coastal Analysis and Mapping Project (funded by FEMA) to develop a preliminary estimate of the coastal BFE at the site. This estimate of the BFE will be preliminary and subject to change pending the outcome of the FEMA coastal flood hazard analysis.
- Consultant will develop a brief TM summarizing the findings of the flood hazard investigation including maps and figures depicting the extent of flooding at the site. The Consultant will identify potential next steps for the OWTP depending on the outcome of the investigation.
- Layout for a "Flood Wall" including location, extents and height.

6.1.12 Effluent Pump Station

This task consists of evaluating elements for upgrade of the existing Effluent Pump Station (EPS) with a relocated EPS as outlined in the 2007 Effluent Pump Station Study Technical Memorandum.

Consultant will undertake and complete pre-design investigations and summarize the results, conclusions and recommendations resulting from these investigations in a Pre-Design TM. This TM will be submitted to the City and reviewed with the City in a review Workshop.

After the review Workshop, the Consultant will update the memorandum and a Final Conceptual Design memorandum.

- Deliverables:
  - Draft and Final Conceptual Design TM.
  - Minutes of the Review Workshop.

6.1.13 Solids Processing Facilities

This task consists of determining the scope and sequence of improvements to the sludge dewatering system and Solids Processing Building.

Consultant will undertake and complete pre-design investigations and summarize the results, conclusions and recommendations resulting from these investigations in a Pre-Design TM. This TM will be submitted to the City and reviewed with the City in a review Workshop.

After the review Workshop, the Consultant will update the memorandum and a Final Conceptual Design memorandum.

- Deliverables:
  - Draft and Final Conceptual Design TM.
  - Minutes of the Review Workshop.

6.1.14 DAF Thickeners

This task consists of analysis to replace the existing DAF thickeners and provide added thickener capacity to meet long term needs of the OWTP.

Consultant will undertake and complete pre-design investigations and summarize the results, conclusions and recommendations resulting from these investigations in a Pre-Design TM. This TM will be submitted to the City and reviewed with the City in a review Workshop.

After the review Workshop, the Consultant will update the memorandum and a Final Conceptual Design memorandum.

- Deliverables:

- Draft and Final Conceptual Design TM.
- Minutes of the Review Workshop.

6.1.15 Cogeneration

This task consists of analysis to refurbish the Cogeneration Building to meet long term needs of the OWTP.

Consultant will undertake and complete pre-design investigations and summarize the results, conclusions and recommendations resulting from these investigations in a Pre-Design TM. This TM will be submitted to the City and reviewed with the City in a review Workshop.

After the review Workshop, the Consultant will update the memorandum and a Final Conceptual Design memorandum.

- Deliverables:

  - Draft and Final Conceptual Design TM.
  - Minutes of the Review Workshop.

6.1.16 OWTP Buildings Overall Plan

This task consists of studying the long-term needs of OWTP and the functions of various buildings on site.

Consultant will undertake and complete investigations and summarize the results, conclusions and recommendations resulting from these investigations in a Technical Memorandum. This TM will be submitted to the City and reviewed with the City in a review Workshop.

After the review Workshop, the Consultant will update the memorandum and a Final Conceptual Design memorandum.

- Deliverables:

  - Draft and Final TM.
  - Review Workshop Summary.
  - Conceptual rendering for public meeting.

6.1.17 SCADA Upgrade and Replacement

This task consists of analysis to replace the SCADA system to meet long term needs of the OWTP.

Consultant will undertake and complete pre-design investigations and summarize the results, conclusions and recommendations resulting from these investigations in a Pre-Design TM. This TM will be submitted to the City and reviewed with the City in a review Workshop.

After the review Workshop, the Consultant will update the memorandum and a Final Conceptual Design memorandum.

- Deliverables:
  - Draft and Final Conceptual Design TM.
  - Minutes of the Review Workshop.

6.2 PRELIMINARY DESIGN REPORT (NOT AUTHORIZED)

At the completion of Preliminary Design for the subtasks in 4.1, Consultant will prepare a Preliminary Design Report (PDR) with a summary of total improvements to be designed, and a recommendation for construction phasing. The analysis will define the areas to be packaged for construction bidding together.

The PDR will include the following chapters:

1. **Introduction and Objective**
2. **Background and Design Criteria**
3. **Alternatives Analysis** – Section will reiterate the findings of the Pre-Design TMs incorporating comments from the Pre-Design Workshops.
4. **Demolition** – Consultant shall determine the expected demolition phasing/approach for the existing facilities.
5. **Ancillary Systems** – Existing ancillary systems will be reviewed based on the impact expected from the recommended alternatives. A table summarizing the required modifications will be provided.
6. **Redundancy/Construction Sequencing** – An overview of general construction sequencing will be provided. The OWTP must maintain full operational capability during construction. Conflicts will be identified and mitigation measures proposed.
7. **Life Cycle Cost Analysis** – An analysis of life cycle costs including capital costs, operating costs and a calculation of 20-year present day value will be provided for the City's consideration. Any Opinion of the Construction Cost prepared by the Consultant represents its judgment as a design professional and is supplied for the general guidance of City. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to City
8. **Conclusion** – Overall project recommendations will be provided, along with magnitude of project cost and implementation plan.
9. **Concept Drawings:** Develop up to figures illustrating the proposed modifications.

Individual Design workshops will be held with the City at key project milestones during the Preliminary Design phase. These workshops will be attended by the AECOM Project Manager, KEH Project Manager, lead designers from the team and other technical staff as required. Each Workshop is anticipated to be approximately half day in duration. The workshops will be held at the OWTP. The following workshops are anticipated:

1. Initial Workshop – Workshop will be held after Task 6.1 analyses. Key issues will be identified and discussed. The intent of the workshop is to confirm the recommendations of the pre-design efforts and alternatives analyses with City staff and identify any ongoing concerns that must be documented for addressing in the preliminary and final design efforts.
2. Intermediate Workshop – This Workshop will occur approximately half way during the PDR preparation phase. Consultant will update the project team on the progress of the preliminary design effort. The direction of the analyses will be confirmed or re-established ahead of the preparation of the Draft PDR.
3. Draft Preliminary Design Report (PDR) Review Workshop – Two weeks after delivery of the PDR, the Consultant will lead the PDR Review Workshop. The final design packages, final design budget, schedule, and opinions of probable construction cost will also be reviewed. Subsequent to the Workshop, Consultant will prepare a Final PDR that will serve as the basis for the final design of each construction package.

- Deliverables: The results of this investigation will be included in a Draft PDR that will be delivered to the City for review two weeks prior to a PDR Review Workshop. Following the Workshop, the Draft PDR will be updated and a Final PDR will be submitted to the City. The Final PDR will serve to define the scope of each of the design packages.

6.3 PHASE 3 FINAL DESIGN (NOT AUTHORIZED)

This authorization will only advance the collection system odor control facilities into detailed design.

Other elements of the OWTP improvements will be authorized in a future amendment. The number of bid packages, drawings, and specifications to be prepared for the OWTP improvements will be determined during Preliminary Design.

Each Package will include Design Workshops, Drawings, Drawings, Specifications, Opinion of Probable Construction Cost, and Constructability Review as defined below:

Design Meetings

For each Package, Consultant has included three (3) Workshops as part of our scope of services. The Workshops are included at the following Milestones:

1. 60% Design Submittal
2. 90% Design Submittal

Further coordination of design efforts will be done during the regular monthly meetings in Task 0.2.

Consultant will prepare and distribute meeting agendas two days prior to scheduled meetings and also record and distribute meeting minutes to all attendees no later than

five days following the meeting. The meeting minutes will document the discussions and decisions made.

Bid Documents (Plans and Specifications)

Following completion of the PDR, Consultant will proceed with final design preparation as follows:

Submittal	Drawings	Specifications	Opinion of Cost	No. of Copies
60%	Plans, Sections, and Most Details for all disciplines	Draft	Updated	PDF, Word, and 10 hard copies
90%	All	Final Draft	Updated	PDF, Word, and 10 hard copies
FINAL	Bid ready	Bid Ready	Final	PDF and Word 1 Bound 1 Unbound for reproduction

Drawings will be prepared at 24" x 36" sheet size with 22" x 34" trim lines (for half size printing to 11" x 17").

Consultant shall prepare Technical Specifications based on the City's standard format, and shall reference the Standard Specifications for Public Works Construction (SSPWC) and any other applicable standards with supplements. Technical specifications sections shall use the CSI numbering system.

Engineer's Opinion of Probable Construction Cost

Prepare opinion of probable construction costs at the 60 percent and FINAL completion stages.

Constructability Review

At the 90% design completion stage, Consultant will perform a constructability, startup, and commissioning review including the following:

- Review of Agreement, General Conditions and General Requirements for inclusion of additional contract requirements for procedural issues and responsibilities for submittals, schedule, payment and change order procedures, quality control, protection of the environment, safety, and project closeout.
- Review of construction sequencing.
- Plan startup and commissioning activities.

- Specified quality control and testing requirements and responsibilities of the Contractor.
- Plan review for:
  - Consideration of special limitations imposed by the site.
  - Specifications that adequately relate to the plans and are not unnecessarily restrictive.
- Potential physical conflicts on the plans and conflicts between specifications and the plans.

Coordination with City Plan Check Department

The Consultant will submit the 90% contract documents to the City Plan Check department for review, answer comments, and revise documents as applicable. Consultant will prepare a memorandum summarizing the Plan Check comments and providing applicable revisions for each comment as applicable. Consultant will resubmit documents to the Plan Check as required. For the budgeting purposes, no resubmittals are anticipated.

6.3.1 Collection System Chemical Addition Facilities Detailed Design

Detailed design of the Collection System Odor Control Facilities includes the following in five bid packages:

- Permanent Magnesium Hydroxide Addition Facility at the City's existing sewer Lift Station No. 6 (LS 6).
- Interim Magnesium Hydroxide Addition Facilities at Lift Station No. 8 (LS8).
- Permanent Magnesium Hydroxide Addition Facility at the City's Riverpark Development.
- Permanent Magnesium Hydroxide Addition Facility at the City's Blending Station No. 1.
- Permanent Magnesium Hydroxide Addition Facility at the City's Solid Waste Transfer Station.

6.3.1.1 Design Meetings

- Deliverables:
  - Meeting Agendas
  - Meeting Minutes

6.3.1.2 Bid Documents

- Deliverables:
  - 60% Progress Package as defined above.
  - 90% Progress Package as defined above.
  - Final Bid Ready Package as defined above

6.3.1.3 Engineer's Opinion of Probable Construction Cost

- Deliverables:
  - 60% Construction Cost Opinion Update as defined above.
  - 90% Construction Cost Opinion Update as defined above.
  - Final Construction Cost Opinion Update as defined above.

6.3.1.4 Constructability Review

- Deliverables:
  - Prepare one redlined set of plans, specifications, and schedule summary with comments.
  - Prepare Summary of Findings Report, including Startup and Commissioning Plan.

6.3.1.5 Coordination with City Plan Check Department

- Deliverables:
  - Plan Check comments and responses memorandum.
  - Resubmittal of documents, if applicable (none are anticipated).

6.4 DETAILED DESIGN FOR OWTP IMPROVEMENTS (FUTURE AUTHORIZATION)

7.0 PHASE 4 POST DESIGN SERVICES (NOT AUTHORIZED)

Procurement Services for this Phase are anticipated to cover only the Collection System Chemical Addition Facilities and includes support for one bid package.

7.1 BID SUPPORT SERVICES (NOT AUTHORIZED)

7.1.1 Attend Pre-Bid Conference

Consultant will assist the City in holding pre-bid conferences and jobsite tours. Consultant will issue meeting summaries including items discussed at the pre-bid conference.

7.1.2 Respond To Bidders and Prepare Addenda

Consultant will assist the City with responding to bidder's questions and distribute addenda to the construction package. Addenda, if any, will be issued no later than five working days prior to the scheduled bid opening. Consultant will compile technical responses and addenda. Consultant's fee anticipates two (2) addenda per construction package, if required.

7.1.3 Attend Bid Openings and Tabulate Bids

Consultant will attend one bid openings at the City, receive and review the bids (received by the City) to identify responsive and responsible bidders. Consultant will assist the City in evaluating bids and contacting references for the low bidder as well as review and tabulate bid results.

7.2 PROCUREMENT PHASE ASSISTANCE FOR OWTP IMPROVEMENTS

8.0 POST DESIGN SERVICES (NOT AUTHORIZED)

Post design services for this Phase are anticipated to cover only the construction phase engineering services for the Collection System Chemical Addition Facilities.

8.1 CONSTRUCTION SUPPORT SERVICES

8.1.1 Conferences and Meetings

8.1.1.1 Preconstruction Conferences

Consultant's design engineers shall attend and support pre-construction conferences for each construction package with the Construction Manager, the City, involved agencies, utilities, and the Contractor's team as they prepare to mobilize for the project.

8.1.1.2 Weekly Progress Meetings as Needed

Consultant design engineers and other pertinent staff will attend weekly progress meetings at the City's project site for each construction package with the Contractor, Construction Manager, permit agencies (if applicable) when/as needed.

8.1.2 Change Orders

Consultant will support CM in preparing and investigating proposed change orders submitted by the Contractor or requested by the City and/or its consultants.

8.1.3 Request For Information (RFIs)

Review, coordinate with the CM, and respond to Contractor's Requests for Information (RFIs). When appropriate, recommendations, suggestions and alternatives shall be provided to the Contractor and/or the City.

8.1.4 Submittals

Consultant will review Contractor submittals. After completion of the review, Consultant will return submittal to the CM and distribution to the Contractor and City.

8.1.5 Oversight & Coordination of Contractor Startup / Testing For All Construction Packages

Consultant will provide oversight of the contractor's startup and testing of the new facilities for all four construction packages. Consultant will review and comment on

detailed testing and startup plans prepared by the Contractor. Consultant will meet with contractor to review and discuss the draft startup and testing plans. For fee estimating purposes, we have anticipated one full time startup and testing specialist for approximately 6 months of the 18 month estimated construction duration.

8.2 POST DESIGN SERVICES FOR OWTP IMPROVEMENTS (NOT AUTHORIZED)

9.0 CONSTRUCTION ADMINISTRATION AND MANAGEMENT (NOT AUTHORIZED)

The Construction Manager (CM) and Field staff will be mobilized to the project site once construction is ready to begin. The CM and field staff will be based on site at the Oxnard WWTP. The CM will implement the record-keeping documentation and contract administration system developed during the pre-construction phase. AECOM will be the City's focal point (agent) for correspondence related to the construction phase of the project.

Consultant will provide on-site Construction Manager, Resident Associate, Technical Support, and Clerical staff.

Field staff will lead and support the following activities:

9.1 PRECONSTRUCTION CONFERENCES

Conduct pre-construction conferences for each construction package with the City, the design engineers, involved agencies, utilities, and the Contractor's team as they prepare to mobilize for the project. The CM will review plans and specifications with the Contractor in an effort to facilitate the Contractor's understanding of the project. The CM will review the Contractor's construction schedule for the project. The CM will review appropriate protocols and procedures detailed in the construction documentation. CM will prepare meeting minutes for the pre-construction meetings.

9.2 WEEKLY PROGRESS MEETINGS

Conduct weekly progress meetings at the City's project site for each construction package with the Contractor, permit agencies (if applicable), and the design representatives when/as needed. The principal purpose of the project coordination meetings will be to discuss the following:

- Review progress and work planned for the next week.
- Review progress of critical path schedule items (e.g., status of long lead time items).
- Notify the attendees of any construction deficiencies.
- Discuss labor, material, and equipment related to upcoming work.
- Address team coordination matters.

CM will plan for these meetings, chair these meetings, and conduct each meeting according to a published agenda. CM will prepare distribute meeting summaries which

include action items, summary of discussions, and identify the time and date of the next meeting.

9.3 SCHEDULING

Review the Contractor's schedule for each construction package on a monthly basis to verify that the projects are being executed in general accordance with the requirements of the contract documents. Monitor the Contractor's compliance with the agreed-upon scheduling requirements.

CM's major tasks associated with the overall schedule requirements will be to perform the following:

- Review the Contractor's schedule to determine that the milestones dates meet the overall schedule, and that no major conflicts exist.
- Review progress attained against the approved schedule to adequately record work-in-place, detect potential delays
- When appropriate, review the Contractor's plan for implementation of remedial measures to recover or maintain progress.
- If changes are made to the critical path items, review changes in assumptions and logic.
- In conjunction with the City, negotiate schedule adjustments with the Contractor, which may be required due to weather, change orders, or other impacts requiring schedule adjustments

9.4 CONSTRUCTION ADMINISTRATION

Process Contractors' correspondence and maintain a set of contract files for each construction package per contract documents and City standards. Issues requiring technical input will be forwarded to the City and the design engineers.

9.5 MONTHLY PROGRESS PAYMENTS AND REPORTS

Review Contractors' monthly progress payment requests, construction contract records, and reports specified to be submitted for compliance with contract documents for each construction package. Compile recommendations and forward to the City each month. Maintain a current estimate of overall construction cost for each construction package.

9.6 CHANGE ORDERS

Investigate proposed change orders submitted by the Contractor or requested by the City and/or its consultants. Change order submittals will include supporting records. CM's investigation will include an opinion as to the impacts on the construction package's schedule and budget, and will include a recommendation for action.
CM will perform the following tasks:

- Assemble documentation to include such items as inspection reports, test reports, drawings, sketches, photographs, and other materials as required.
- Assess the impacts of the proposed change on the package Contractor's schedule and operations.

- Prepare a written report summarizing the impact of the proposed change in terms of extra cost, cost savings, schedule, and effect on Contractor's obligations.
- Evaluate the Contractor's price proposals for reasonableness and accuracy of construction quantities, rates and unit prices, and time and schedule impacts.
- Maintain a separate change order log for each construction package as a means to track change order proposals through the review and approval process.
- Establish files for potential change orders or claims such as to accumulate documentation should the issues result in a change order or claim.

9.7 REQUESTS FOR INFORMATION (RFI)

Review, coordinate with the design engineers and respond to (up to 250) Contractor's Requests for Information (RFI), 50 for each construction package. When appropriate, recommendations, suggestions and alternatives shall be provided to the Contractor and/or the City.

9.8 SUBMITTALS

Receive from each construction package Contractor the required sets of specified submittals. Coordinate the review of the submittals with the design engineers. AECOM will maintain a log to manage shop drawings. The submittal review process will determine the following:

- All short-term look-ahead schedules containing critical submittal dates reflect the same dates in the logs.
- Submittals are reviewed in a timely fashion and returned to the Contractor to minimize lost production time.
- Logs are updated on a regular basis.
- Shop drawings have been reviewed and returned before associated work has begun.
- A copy of all submittals is maintained in the file.

After completion of the review, CM will return submittal to the Contractor and forward a copy to the City.

It is anticipated that the City, in addition to the Engineer's review, will review submittals related to worker safety protection, excavation plans, falsework plans, traffic control, trenchless methodologies, and dewatering plans prepared by the Contractor.

9.9 UTILITIES COORDINATION

Act as a liaison between the City and representatives of utility agencies. Assist the City with coordination of utility agencies during construction. All utility fees are to be paid by Contractor and/or City. The Contractor has the primary responsibility for coordinating the work with the utility agencies.

9.10 FIELD OBSERVATION

Implement observation guidelines for monitoring the Contractors' work. Conduct field observations and prepare documentation (daily reports) of construction tasks for

general compliance with the Contract documents.

Upon witnessing (and discussing with City) materials, erection or installation process, or levels of quality that do not meet the requirements of the construction contract documents, issue a Non-Conformance Report notifying the Contractor of such deviation and inquire about the Contractor's proposed corrective action. Copies will be forwarded to the City.

The Contractor for each construction package has sole responsibility for compliance with safety requirements on the construction contract. AECOM's staff will monitor the Contractors' general compliance with its safety program and advise the City of observed deficiencies.

Maintain a photographic log of construction activities and provide the City copies of significant photographs.

9.11 PUNCH LIST

Punch lists shall be developed to permit City acceptance of each segment of work to occur after the Contractor attains substantial completion. Conduct a final project review for each construction package with the City and the design engineer. Submit a recommendation for project acceptance after receiving the design engineer's concurrence.

9.12 RECORD DRAWINGS

CM will maintain a set of as-built drawings for each construction package during construction and will review the contractor's as-built drawings periodically to verify that changes are being documented. CM will collect as-built drawings from the contractor at contract close-out and submit to the Engineer for processing.

9.13 MATERIALS TESTING SERVICES AND SPECIALTY INSPECTIONS

CM will coordinate special inspection and testing with our materials inspection and testing sub consultant. AECOM will schedule, coordinate and monitor the compliance with the specified tests and frequency. AECOM will review the results of all materials testing inspections and will then make recommendations for acceptance of work or notify the Contractor of deficiencies. If deficiencies are discovered, CM will coordinate with the required project participants to determine an appropriate method for remediation and monitor actions taken to correct the deficient work. AECOM's subconsultant will provide the following:

- Provide Deputy Inspection.
- Provide soil, compaction and laboratory testing.
- Provide concrete testing.
- Provide asphalt testing.

9.14 LABOR COMPLIANCE

AECOM's will employ a State-certified sub consultant to provide Labor Compliance. The attached Letter from Golden State Labor Compliance dated 9/23/14 provides

clarification of the scope and level of effort for this Task 6.2.14. Program to monitor the Contractor's labor compliance, which includes the following:

- Pre-Job Conference. Conduct a pre-job conference with the Contractor and subcontractors listed in the bid before commencement of the work. Labor compliance requirements will be discussed and copies of the suggested reporting forms furnished. Records of the conferences will be kept on file.
- Monthly Audit of Contractor Certified Payroll. Review certified payrolls submitted by the Contractor and his subcontractors to verify compliance with the requirements of prevailing wage. Monitor that Apprenticeship requirements are being met.
- Monthly On-Site Interview. Conduct random on-site Contractor employee interviews on a monthly basis as required by the Labor Compliance Program.
- Violation Enforcement and Recommendations. Communicate potential violations to City and provide recommended action.

Annual Reporting to the Department of Industrial Relations (DIR). Compile and submit a summary report to the DIR. The report will be submitted annually during construction and at the conclusion of the project.

10.0 PROJECT CLOSEOUT (NOT AUTHORIZED)

10.1 POST CONSTRUCTION SERVICES

10.1.1 Final Project Review

Conduct final project review for each construction package with the City and submit a recommendation for project acceptance after design engineer's concurrence.

10.1.2 Final Report

Prepare final report of testing records for each construction package and submit to City.

10.1.3 Final Submittal Package

Compile a final submittal package (field records) for each construction package and submit to City.

11.0 NEW FACILITY CONCEPTUAL DESIGN SERVICES (NOT AUTHORIZED)

11.1 Permitting Services – To Be Determined (NOT AUTHORIZED)

11.2 Environmental Services – To Be Determined (NOT AUTHORIZED)

11.3 Site Acquisition Services – To be Determined (NOT AUTHORIZED)

11.4 Conceptual Design Services – To Be Determined (NOT AUTHORIZED)

Exhibit B
Schedule

Task	Sub Task	Description	AUG	SEPT	OCT
0		**Project Management - Rate Study Support**			
	0.1	**Project Management**			
	0.1.1	Prepare Project Plan	X		
	0.1.2	Prepare Monthly Invoices, Progress Reports, and Earned Value Analysis	X	X	X
	0.1.3	Project Management and QA/QC Coordination	X	X	
	0.2	Meetings and Workshops			
	0.2.1	Monthly Coordination Meetings	X	X	X
1		**Conceptual Plan and Rate Study Support**			
	1.1	Develop Interim Needs for OWTP	X	X	
	1.2	Concept Development for Future Treatment Facility	X	X	X
	1.3	Cost Projections for Capital Improvements	X	X	X
	1.4	Participation in Workshops	X	X	X
	1.5	Coordinate with Master Plan Consultant	X	X	X

Exhibit C

Task	Description	Hours (hr)	Phase 1 Planning Total Cost ($)	Phase 2 Preliminary Design Total Cost (Not Authorized) ($)	Phase 3 Final Design Total Cost (Not Authorized) ($)	Phase 4 Post Design Total Cost (Not Authorized) ($)
0.1	Project Management - Rate Study Support	356	$ 68,377			
1.0	Conceptual Plan and Rate Study Support	819	$ 150,097			
2.0	Project Management - Preliminary Design			$ 318,914		
3.0	**Preliminary Investigations**					
3.1	Data Review & Site Investigations			$ 61,118		
3 2	Coordinate with Master Plan Consultant			$ 194,155		
3.3	Coordinate with Energy Coalition			$ 28,095		
3 4	Field Survey			$ 163,069		
3.5	Geotechnical			$ 118,872		
4.0	Permitting			$ 120,106		
6.1	Preliminary Design					
6.1.1	Secondary Treatment Improvements			$ 240,907		
6.1.2	Emergency Generator & Main Switchgear Improvements			$ 127,618		
6.1.3	Primary Clarifier Improvements			$ 206,488		
6.1 4	Collection System Chemical Addition			$ 182,478		
6.1.5	Early Warning System			$ 97,525		
6 1.6	Headworks Improvements			$ 200,000		
6.1.7	Anaerobic Digestion Improvements			$ 250,000		
6.1.8	Non-Hazardous Liquid Waste Receiving Station			$ 200,000		
6.1.9	Chlorination/Dechlorination Facilities			$ 50,000		
6.1.10	Outfall Hydraulic Study			$ 80,000		
6.1.11	Flood Level Investigation			$ 35,000		
6.1.12	Effluent Pump Station			$ 80,000		
6.1.13	Solids Processing Facilities			$ 80,000		
6 1.14	DAFT Replacement and Expansion			$ 80,000		
6 1.15	Cogeneration			$ 70,000		
6.1 16	Buildings Overall Plan			$ 100,000		
6.1 17	SCADA Upgrade and Replacement			$ 200,000		
6.2	Preliminary Design Report			$ 98,856		
6.3	**Design**					
6.3.1	Collection System Chemical Addition			$ 396,532		
6.4.1	Secondary Treatment Improvements				$ 2,500,000	
6.5.1	Emergency Generator & Main Switchgear Improvements				$ 1,000,000	
6 6.1	Primary Clarifier Improvements				$ 600,000	
6.7.1	Headworks Improvements				$ 300,000	
6.8.1	Anaerobic Digestion Improvements				$ 1,400,000	
6.9.1	Non-Hazardous Liquid Waste Receiving Station				$ 250,000	
6 10.1	Chlorination/Dechlorination Facilities				$ 300,000	
6.11.1	Effluent Pump Station				$ 700,000	
6.12.1	Solids Processing Facilities				$ 1,200,000	
6 13.1	DAFT Replacement and Expansion				$ 500,000	
6.14.1	Cogeneration				$ 1,000,000	
6.15 1	Administration/Operations Buildings				$ 1,000,000	
6 16.1	SCADA Upgrade and Replacement				$ 700,000	
7.0	**Procurement Assistance**					$ 300,000
7.1	Collection System Chemical Addition			$ 33,464		
8.0	**Post Design Services**					$ 25,000,000
8.1	Collection System Chemical Addition			$ 129,167		
10 0	Project Closeout					$ 250,000
11 0	New Facility Conceptual Design					
11 1	Permitting Services					
11 2	Environmental Services					
11 3	Site Acquisition Services					
11 4	Conceptual Design Services					
	Total	1,175	$ 218,475	$ 3,942,366	$ 11,450,000	$ 25,550,000

ATTACHMENT NO. 1
PAGE 45 OF 58

Exhibit C-1

AECOM
FEE SCHEDULE FOR PROFESSIONAL SERVICES
Effective January 1, 2015

Engineers, Planners, Architects, Scientists:

Student Assistant	$ 87.00 per hour
Assistant I	$ 106.00 per hour
Assistant II	$ 121.00 per hour
Associate	$ 142.00 per hour
Senior I	$ 170.00 per hour
Senior II	$ 196.00 per hour
Principal	$ 235.00 per hour
Company Officer	$ 255.00 per hour
Special Consultant	$ 199.00 per hour

Construction Administration Personnel:

Resident Project Representative	$ 118.00 per hour
Senior Resident Project Representative	$ 137.00 per hour
Resident Engineer	$ 168.00 per hour
Construction Services Manager	$ 221.00 per hour

Technical Support Staff:

Clerical/General Office	$ 76.00 per hour
Administrative Specialist	$ 89.00 per hour
Drafter/CADD Technician	$ 79.00 per hour
Assistant CADD Operator	$ 92.00 per hour
Designer/CADD Operator	$ 104.00 per hour
Senior Designer/Design CADD Operator	$ 121.00 per hour
Design/CADD Supervisor	$ 134.00 per hour

General Project Expenses [1/] 8.5% of Labor

Direct Project Expenses

Other Reproduction (8 1/2 x11 / 11x17 Color)	$1.15 / 1.50 per page
Plan Sheet Printing - In House Bond/Vellum/Mylar	$3.00/4.00/7.00 per sheet
Subcontracted Services/Reproduction	Cost + 15%
Subcontracted or Subconsultant Services	Cost + 15%
Auto Mileage for Construction Phase Services	$0.60 per mile
Travel & Subsistence (other than mileage)	Cost
Miscellaneous Materials	Cost + 15%

If authorized by the Client, an overtime premium multiplier of 1.5 may be applied to the billing rate of hourly personnel who work overtime in order to meet a deadline which cannot be met during normal hours.

Applicable sales tax, if any, will be added to these rates. Invoices will be rendered monthly. Payment is due upon presentation. A late payment finance charge of 1.5% per month (but not exceeding the maximum rate allowable by law) will be applied to any unpaid balance commencing 30 days after the date of the original invoice.

Fee schedule is subject to change annually.

[1/] Includes mail, telephone, fax, office photo copies, personal computers and mileage (except as noted).

ATTACHMENT NO. 1
PAGE 46 OF 58

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. _____
300 West Third Street, Suite 302
Oxnard, California 93030

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

7/15

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

RODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

DDE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

ISURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

OVERAGES

HIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY ERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO HICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO L THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

ESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

ERTIFICATE HOLDER
ity of Oxnard
ttn: Risk Manager
Reference No. _____
)0 W. Third Street, Suite 302
xnard CA 93030

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

ENERAL LIABILITY SPECIAL ENDORSEMENT
OR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

RODUCER

lephone:

AMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS

YPE OF INSURANCE

:NERAL LIABILITY
COMMERCIAL GENERAL LIABILITY ☐ Claims Made
COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

OTHER PROVISIONS

OVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
GENERAL		
PRODUCTS/COMPLETED OPERATIONS		
PERSONAL & ADVERTISING INJURY		
FIRE DAMAGE		
_____		
_____		

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: (____) _____

consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement w or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities formed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) mises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers, or stand in an roken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or nteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior ten notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage vided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

cept as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this dorsement is attached.

NDORSEMENT HOLDER

TY OF OXNARD
tn: Risk Manager
Reference No._____
0 W. Third Street, Suite 302
xnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)
Telephone: (____) _____ Date Signed: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

elephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

LIMIT OF LIABILITY

_____ **per accident, for bodily injury and property damage.**

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____)

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability the inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included

4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1)

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. _____
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh Risk & Insurance Services
CA License #0437153
777 South Figueroa Street
Los Angeles, CA 90017
Attn: LosAngeles.CertRequest@Marsh.Com
06510 -AECOM--15-16 Camari GLALP 06 2017

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535 A+
INSURER B : National Union Fire Insurance Co. of Pittsburgh, PA	19445 A
INSURER C : Illinois Union Insurance Co	27960 A++
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
AECOM Technical Services, Inc.
1220 Avenida Acaso
Camarillo, CA 93012

COVERAGES **CERTIFICATE NUMBER:** LOS-001881781-01 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLO 5965891 07	04/01/2015	04/01/2016	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER.						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAP 5965893 07	04/01/2015	04/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			BE 7528547	04/01/2015	04/01/2016	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	ARCHITECTS & ENG.			EON G21654693	10/08/2014	04/01/2016	Per Claim/Agg	$1,000,000
	PROFESSIONAL LIAB.			""CLAIMS MADE""			Defense Included	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: City of Oxnard, Agreement No. 7815. Capital Improvements Program for Oxnard Wastewater Treatment Plant.

Certificate holder is named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured. Waiver of Subrogation is applicable where required by written contract with respect to GL and AL coverage.

CERTIFICATE HOLDER

City of Oxnard
Attn: Marsha Eubanks, Risk Manager
300 West Third Street, Suite 302
Oxnard, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services
David Denihan

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ATTACHMENT NO. /
PAGE 52 OF 58

AECOM and Its Subsidiaries
GLO 5965891-07
Eff 04/01/2015

POLICY NUMBER: GLO 5965891-07

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Only those where required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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AECOM and Its Subsidiaries
BAP 5965893-07
Eff 04/01/2015

POLICY NUMBER: BAP 5965893-07

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: AECOM and Its Subsidiaries **Endorsement Effective Date:** 04/01/2015

SCHEDULE

Name Of Person(s) Or Organization(s): Only those where required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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ITEM #D-4

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

1/1/2016

DATE (MM/DD/YYYY): 7/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Insurance Brokers, LLC
19800 MacArthur Blvd., Suite 1250
CA License #0F15767
Irvine 92612
949-252-4400

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Insurance Company of the State of PA	19429 A
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1075642
AECOM
AECOM Technical Services, Inc.
1220 Avenida Acaso
Camarillo CA 93012

COVERAGES AECTE01 CERTIFICATE NUMBER: 13573083 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB / OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED / RETENTION $							$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	SEE ATTACHED ACORD 101	1/1/2015	1/1/2016	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A					E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
Notice of Cancellation applies per attached endorsement. Re: City of Oxnard Agreement No,. 7815. Capital Improvements Program for Oxnard Wastewater Treatment Plant. Waiver of Subrogation applies per attached endorsement(s) or policy language.

CERTIFICATE HOLDER
13573083
City of Oxnard
Marsha Eubanks, Risk Manager
300 W. Third St., Ste. 302
Oxnard CA 93030

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ATTACHMENT NO. 1
PAGE 55 OF 58

Insurer A: The Insurance Company of the State of Pennsylvania

The Workers' Compensation coverage shown does not apply in monopolistic states. In the State of ND, OH, WA, and WY Workers' Compensation coverage is provided by the State Fund. In those States, the above reference policies provide Stop-Gap Employers' Liability only. Workers' Compensation policies apply as indicated below:

AECOM

WC 028328280 - CA
WC 028328281 - FL
WC 028328282 - MA,ND,OH,WA,WI,WY
WC 028328283 - ME
WC 028328284 - AK,AZ,VA
WC 028328285 - IL,KY,NC,NH,UT,VT
WC 028328286 - NJ, PA
WC 028328287 - AL,AR,CO,CT,DC,DE,GA,HI,IA,ID,IN,KS,LA,MD,MI,MN,MO,MS,MT,NE,NM,NV,NY,OK,OR,RI,SC,SD,TN,TX,WV

URS Corporation

WC 028328288 - CA
WC 028328289 - FL
WC 028328290 - MA,ND,OH,WA,WI,WY
WC 028328291 - AL,AR,CO,CT,DC,DE,GA,HI,IA,ID,IN,KS,LA,MD,MI,MN,MO,MS,MT,NE,NM,NV,NY,OK,OR,RI,SC,SD,TN,TX,WV
WC 028328292 - IL,KY,NC,NH,UT,VT
WC 028328293 - NJ,PA
WC 028328294 - AK,AZ,VA
WC 028328295 - ME

ACORD 101

Miscellaneous Attachment: M503712
Master ID: 1075642, Certificate ID: 13573083

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 1/1/2015 forms a part of Policy No. SEE ATTACHED ACORD 101

Issued to AECOM
AECOM Technical Services, Inc.

By The Insurance Company of the State of Pennsylvania

LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES (WORKERS' COMPENSATION ONLY)

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided the **Insurer**, either directly or through its broker of record, either:

(a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or

(b) the email address of a contact at each such entity; and

3. prior to the effective date of cancellation, the **Named Insured** confirms to the Insurer, either directly or through its broker of record, that the persons or organizations set forth in the Schedule below, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the **Insurer** will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the **Named Insured** in writing to be correctly a part of the Schedule within 30 days after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided and subsequently confirmed by the **Named Insured** in writing, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the first named employer in Item 1 of the Information Page of this policy.

2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

WC 99 00 58
(Ed. 04/11)

Attachment Code: D461827
Master ID: 1075642, Certificate ID: 13573083

BLANKET WAIVER OF OUR RIGHTS TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement effective: 12:01 AM 1/1/2015 forms a part of Policy No. WC 028328280 WC 028328288

Issued to: AECOM
AECOM Technical Services, Inc.

By: INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

Attachment Code: D468450
Certificate ID: 13573083

Agreement No. A-7815

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This First Amendment ("First Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 5th day of April, 2016, by and between the City of Oxnard, a municipal corporation ("City"), and AECOM Technical Services, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on July 28, 2015, by City and Consultant.

City and Consultant agree as follows:

1. Effective April 5, 2016, in Section 1 of the Agreement, Exhibit A is supplemented with Exhibit A-1, attached hereto and incorporated herein by reference.
2. Effective April 5, 2016, in Section 8 of the Agreement, Exhibit B is supplemented with Exhibit B-1, attached hereto and incorporated herein by reference.
3. In Section 12 of the Agreement, the date "July 28, 2016" is deleted and replaced with the date "December 31, 2017."
4. In Section 14a of the Agreement, the figure "$218,745" is deleted and replaced with the figure "$3,130,868."
5. Effective April 5, 2016, in Section 14a of the Agreement, Exhibit C is deleted and replaced with Exhibit C-1 Cost of Services and Exhibit C-2 Fee Schedule for Professional Services, attached hereto and incorporated herein by reference.
6. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

Tim Flynn, Mayor

CONSULTANT

Jan Hauser, P.E., Vice-President
AECOM Technical Services, Inc.

ATTEST:

4/5/16

Daniel Martinez, City Clerk

APPROVED AS TO INSURANCE:

Risk Manager

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:

Thien Ng, P.E., Project Manager

APPROVED AS TO CONTENT:

Daniel Rydberg, P.E., Public Works Director

COUN
4-5-16 N-S

EXHIBIT A-1

SCOPE OF SERVICES

This scope of work has been prepared for the proposed Capital Improvements Program being developed for the Oxnard Wastewater Treatment Plant (OWTP). The scope will be performed in multiple phases. The Phase 1 efforts included the tasks needed to support the rate study for the long-term capital improvements. Phase 2 represents tasks associated with two project phases. Phase 2A is for projects which are considered urgent, and intended to be implemented starting late 2016. Phase 2B includes Capital improvement Projects which are required, but can be implemented after 2016.

This First Amendment includes Phase 2A preliminary and final design services for facilities with immediate needs improvement. The Phase 2A preliminary design services are as follows:

- Headworks improvements
- Primary clarifier improvements
- Biotower demolition
- Interstage pump station improvements
- Digester improvements
- Gravity thickener improvements
- Activated sludge improvements
- Effluent pump station improvements
- Emergency generator improvements
- Belt filter press improvements
- Co-generation improvements
- Secondary sedimentation tank improvements
- Flow equalization basin improvements
- Aeration Basin blower control upgrade
- Collection system chemical addition facilities
- Early water quality warning system for Advanced Water Purification Facility (AWPF)
- Plant control system improvements

The Phase 2A final design services are as follows:

- Primary clarifier improvements
- Biotower demolition
- Interstage pump station improvements
- Aeration Basin blower control upgrade

The Phase 2A design services amount is $2,912,393.

The City of Oxnard is working with the Master Plan Consultant on the overall implementation plan for funding and public interface of the OWTP Improvements. Thus, support for the following tasks is not included in this scope of services:

- Master planning
- Proposition 218 process
- Funding support

- Overall program CEQA compliance support
- Grant funding
- Interface with Regional Water Quality Control Board for Master Plan Project.
- Services related to contaminated soil/water or hazardous materials
- Regional Water Quality Control Board coordination and reporting
- Grant Management services

The Consultant anticipates the following conditions:

Safety: Consultant shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, including safety precautions and procedures, as these are solely the responsibility of the construction contractor. Consultant shall not have the authority to stop the work of the construction contractor. In no event shall Consultant be liable for the acts or omissions of any construction contractors, their subcontractors, any of their agents or employees, or any other persons or entities performing any work related to this project, or for the failure of any them to carry out construction work under contract with the City.

Opinions of Construction Cost: Any Opinion of the Construction Cost prepared by Consultant represents its judgment as a design professional and is supplied for the general guidance of City. Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions

Hazardous Materials: Notwithstanding anything in this Agreement, Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure to persons of hazardous materials in any form, at the Project Site.

0.0 PROJECT MANAGEMENT – RATE STUDY SUPPORT - NO CHANGE IN COST

Consultant will provide the following project management functions:

0.1.1 Prepare Project Plan

The Project Work Plan will define how the consultation will proceed and will include tasks such as Consultant staffing assignment, communication protocol, deliverables, task leaders, and an anticipated project schedule.

- Deliverables: Project Work Plan

0.1.2 Prepare Monthly Invoices, Progress Reports, and Earned Value Analysis

Monthly progress reports will include summary of tasks completed, ongoing tasks, data requests, earned value analysis and work scheduled for following month. Reports will be submitted with monthly invoices.

- Deliverables: Monthly invoices, progress reports, and earned value analysis.

0.1.3 Project Management and QA/QC Coordination

This task includes coordination with the City and the project team, and quality control review. Overall project management for Phase 1 duration, which includes supervision of in-house staff, planning and monitoring of contract budget and schedule, and coordination with the City and its other consultants will be conducted by the Project Manager (PM).

0.2 MEETINGS AND WORKSHOPS

0.2.1 Coordination Meetings

The execution of the project from concept through design will require close coordination with City staff, as concepts and designs are developed and reviewed.

Meetings will be held at the OWTP throughout the rate study support period and will include a summary of work completed, work planned, key issues, data needs, budget update and schedule overview. Consultant will lead the meetings and prepare an agenda, which will be distributed at least two days before the meeting. Consultant's staff will attend these meetings, with other technical staff attending as required.

- Deliverables: Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

1.0 CONCEPTUAL PLAN AND RATE STUDY SUPPORT - NO CHANGE IN COST

1.1 DEVELOP INTERIM NEEDS FOR OWTP

Consultant will review immediate needs plan for the existing OWTP, to provide capability to extend facility life up to fifteen (15) years. Investigations will include equipment and process evaluation for interim improvements that will extend process efficiency, replace deficient equipment, enhance interim treatment, and provide transition facilities as needed until the new treatment facility is commissioned.

Improvements and upgrades may include some or all of the following areas:

a. Headworks
b. Primary Clarifiers
c. Bio-towers Demolition
d. Inter-stage Pump Station
e. Activated Sludge Tanks and Blowers
f. Secondary Clarifiers and Equipment
g. Equalization Tanks and Equipment
h. Effluent Pump Station
i. Gravity Thickeners
j. Dissolved Air Flotation Thickeners
k. Digesters
l. Belt Filter Presses
m. Cogeneration Units
n. New Standby Generators
o. Plant Motor Control Center (MCC)
p. Plant-wide Utilities Upgrades
q. Supervisory Control and Data Acquisition (SCADA) System Upgrades

The evaluation will include review of plant operational risks, mandatory code and safety improvements, and remaining life analysis. Plant staff will be interviewed and maintenance history evaluated. Final recommendations will be subject to funding objectives and priorities established by the City.

A technical memorandum describing the analysis and recommendations will be prepared.

- Deliverables:
  - Draft Investigations Technical Memorandum
  - Final Investigations Technical Memorandum

1.2 CONCEPT DEVELOPMENT FOR FUTURE TREATMENT FACILITY

Based on the potential plan to relocate the treatment facilities to a new site, Consultant will develop detailed concepts for a membrane bioreactor facility in one of the several identified sites near West Hueneme Road. The conceptual plans will include up to three scenarios for incorporating existing facilities or abandoning the existing site. Concept planning will include treatment requirements to meet Advanced Water Purification Facility (AWPF) raw water supply, Title 22 requirements for direct reuse, and ocean discharge.

- Deliverables:
  - Draft Conceptual Plan Technical Memorandum
  - Conceptual Plan Review Workshop Minutes
  - Final Conceptual Plan Technical Memorandum

1.3 COST PROJECTIONS FOR CAPITAL IMPROVEMENTS

Consultant will develop cost estimates to AAEC International, Class 4 Level. Estimates will be developed on layout drawings developed for this purpose, using process sizing and industry standards for structure layouts. Estimates will include site development based on available site information, demolition and phasing of improvements for optimum use of existing facilities. It is intended that these estimates will refine the capital cost budgets as prepared by the Master Plan Consultant. A workshop will be held to review the estimates and assumptions on use of existing facilities.

- Deliverables:
  - Draft and Final Construction Cost Estimates.
  - Workshop Meeting Minutes.
  - Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

1.4 PARTICIPATION IN WORKSHOPS

Consultant will develop presentations for workshops and planning meetings with the City to review the technical details of the various investigations. Alternative analyses will be developed using economic and non-economic criteria, and presented for discussion with City engineering and operations staff.

- Deliverables:
  - Draft Presentation Materials in PowerPoint and PDF format
  - Workshop Meeting Minutes.
  - Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

1.5 COORDINATE WITH MASTER PLAN CONSULTANT

Consultant will share information and attend public meetings and workshops, and planning meetings to align efforts with those of the Master Plan Consultant.

Consultant will coordinate with the City and Master Plan consultant through Design Workshops. Master Plan Consultant's services will include, but not be limited to:

- Attendance and participation at meetings and workshops
- Graphic support and detailed evaluations of alternatives
- Overall wastewater system recommendations and coordination

2.0 PROJECT MANAGEMENT – PRELIMINARY AND FINAL DESIGN – INCREASE OF $330,171

Consultant will provide the following project management tasks during each Phase of the project.

PHASE 2A - PROJECT MANAGEMENT. This includes project management for the phase 2A projects in accordance with the requirements below.

PHASE 2B - PROJECT MANAGEMENT (NOT AUTHORIZED). This includes project management for the phase 2B projects in accordance with the requirements below.

2.1.1 Prepare Project Charter

Includes facilitation of a kick-off meeting and project charter development. Attendees will include all stakeholders, including operations, management and engineering staff.

- Deliverables: Project Charter.

2.1.2 Prepare Project Plan

The Project Work Plan will define how the OWTP improvements will proceed and will include tasks such as Consultant staffing assignment, communication protocol, deliverables, task leaders, goals and an anticipated project schedule. Effort includes a staff survey to develop a list of needs and prioritize actions.

- Deliverables: Project Work Plan

2.1.3 Prepare Monthly Invoices, Progress Reports, and Earned Value Analysis

Monthly progress reports will include summary of tasks completed, ongoing tasks, data requests, earned value analysis and work scheduled for the following month. Reports will be submitted with monthly invoices.

- Deliverables: Monthly invoices, progress reports, and earned value analysis.

2.1.4 Project Management and QA/QC Coordination

This task includes coordination with the City and the project team, and quality control review. Overall project management for improvements design duration, which includes supervision of in-house staff, planning and monitoring of contract budget and schedule, and coordination with the City and its other consultants, will be conducted by the Project Manager.

Provide senior technical review and implement our quality assurance and quality control (QA/QC) measures throughout the project. Our QA/QC procedures ensure all work products provided to the City follow strict adherence to industry and City of Oxnard design standards

2.2 MEETINGS AND WORKSHOPS

2.2.1 Kickoff Workshop

An overall Project Kickoff Workshop will be held to establish the Project Charter and overall project direction and scope of the project tracks.

Kick-off Workshop – The intent of the workshop is to establish the Project Charter, review the overall project elements and identify and prioritize those elements in each Project track. Initial data request will be submitted by the Consultant. Attendees will include Consultant's Project Managers, as well as the lead designers as applicable.

2.2.2 Monthly Coordination Meetings

The execution of the project from concept through design will require close coordination with City staff, as concepts and designs are developed and reviewed.

Monthly meetings will be held at the OWTP through delivery of the final preliminary design report, and through completion of design of the OWTP interim improvements projects and the collection system chemical addition and will include a summary of work completed, work planned, key issues, data needs, budget update and schedule overview. Consultant will lead the meetings and prepare an agenda, which will be distributed at least two days before the meeting. Consultant's project managers will attend these meetings, with other technical staff attending as required.

- Deliverables: Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

2.2.3 Technical Workshops

The Consultant will lead monthly technical memorandum review Workshops (up to a total of 4 during the immediate needs preliminary design effort). Draft technical memoranda will be issued prior to the meetings. The consultant will receive City comments on all the draft preliminary design technical memoranda. Subsequent to these Workshops, Consultant will prepare Final technical memoranda which incorporate City comments received.

3.0 PRELIMINARY INVESTIGATIONS – INCREASE OF $215,626

The consultant will perform the following investigations prior to preliminary design of the interim improvement projects.

3.1 DATA REVIEW AND SITE INVESTIGATIONS

Consultant will develop a data request and deliver to the City. Consultant will review the performance data, as-built files, equipment cut-sheets and conduct a field investigation with City staff.

The City will provide base drawings for existing onsite facilities, utilities, controls and infrastructure following notice to proceed.

Data review is broken down for the two design phases, including:

3.1.1 Phase 2A - Data Review

This task includes Data for the Phase 2A projects in accordance with the requirements above.

3.1.2 Phase 2B - Data Review (Not Authorized)

This task includes Data Review for the Phase 2B projects in accordance with the requirements above.

3.2 COORDINATE WITH ENERGY COALITION

Consultant will coordinate with the City's energy consultant to recognize opportunities to maximize energy efficiency and energy rebates. This coordination shall consist of inviting the City's energy consultant to key meetings, providing and sharing information requested, and responding to their comments during planning, preliminary, and early in detailed design.

3.2.1 Phase 2A - Coordination with the City's Energy Consultant

Coordinate with the City's energy consultant for the phase 2A projects in accordance with the requirements above.

3.2.2 Phase 2B - Coordination with the City's Energy Consultant (Not Authorized)

Coordinate with the City's energy consultant for the phase 2B projects in accordance with the requirements above.

3.3 COORDINATE WITH MASTER PLAN CONSULTANT

Consultant will share information and attend public meetings and workshops, and planning meetings to align efforts with those of the Master Plan Consultant.

Consultant will coordinate with the City and Master Plan consultant through Design Workshops. The coordination effort will include, but not be limited to:

- Attendance and participation at meetings and workshops
- Technical support on alternatives and cost analysis
- Coordination on the final rate study and final project list for interim improvements

3.4 FIELD SURVEY

If required, consultant will provide an aerial topographic survey of the entire treatment facility areas, supplemented by ground surveys. Furthermore, design level surveys will be performed at Lift Stations 6 and 8, Riverpark Development, Blending Station No. 1, and the Materials Recycling Facility to facilitate design of the chemical addition facilities at these sites.

This scope of services is limited to the services described herein and does not include potholing of existing underground utilities; title company reports, services and fees; boundary or construction surveying; setting boundary or right of way monuments; preparing and filing Corner Records or maps of any kind.

Aerial Topographic Mapping

- Perform control network survey for the purpose of establishing horizontal and vertical positions on the aerial targets for photogrammetric mapping. Control will be tied to the current datum in use for the Oxnard area: CCS83, Zone 5, Epoch 1995.00 horizontally and NAVD88 vertically.
- Coordinate with aerial mapping company to obtain aerial photography and mapping. Topographic mapping will be compiled using standard photogrammetric methods at a scale of 1 inch equals 20 feet, with a one foot contour interval as an AutoCAD drawing file.
- Perform field survey to locate visible surface features related to utilities such as meters, valves, backflow preventers, poles, warning signs, paint marks, exposed pipe sections, etc., not identifiable from aerial mapping, as well as critical design constraints as known at the time of this proposal. Note, for cost control reasons, not all pipes and features at the facility are intended to be located by field survey at this time (although they will be depicted in the aerial mapping). Field surveys will include the areas listed above and the street corridor along Perkins Road. Additional data will be located by specific direction under the "field allowance" allocated (3 field days). The Consultant anticipates no internal surveys of tanks/structures.
- Perform field survey to locate visible surface features at the four offsite facilities previously noted.
- Download and compute survey data. The data will be added to the AutoCAD base map drawing and each feature will be clearly labeled as identified in the field.
- Create an AutoCAD drawing for the project base map, including a title sheet with surveyor's notes, vicinity map and legend.
- Deliverables (electronic): Consultant will provide electronic AutoCAD drawing files. Consultant will include a PDF of a project information sheet, including the reduced scaled overall site limits, location map, surveyor's notes, control point listing, and record control references suitable to be plotted at a 22" x 34" sheet. This informational sheet will be signed and sealed by a California Licensed Land Surveyor. The actual mapping product is intended to be the electronic (digital) version only.

Digital Orthophotography

- Digital image files will be created in the appropriate format. The image will have a pixel resolution of 0.08 feet (each pixel will represent approximately 1" on the ground) suitable for plotting at a scale of 1" = 20'. Images will be inserted into the AutoCAD base map drawing.

Compile Utility Information

- Research utility providers via DigAlert within the immediate vicinity of project limits (public streets only) and request pertinent utility base maps and atlases sufficient to compile the offsite public utility features in the immediate vicinity of the site and that would be necessary to serve the property. These include water mains, sewer mains, gas mains, storm drain lines, fire hydrants, utility poles, telecommunications and cable television. Only onsite visible surface utilities will be shown. The offsite subsurface utility compilation will be combined with surface utility features made by field survey to depict the best estimation of location. Consultant cannot warrant the exact location, size or capacity of subsurface utilities and will only depict what is reported to us by the utility providers. Consultant will contact Underground Service Alert (USA) for marking lines prior to the field survey.

Subsurface Investigations

- OWTP is an existing operating facility with many underground pipelines, power and communication conduits, and other utilities. The Subsurface Investigation will seek to identify the underground conditions in the areas south of the Secondary Treatment Basins, around the Primary Clarifiers and Bio-towers. The scope of services for the Subsurface Investigation includes using a standard electromagnetic utility locator and with ground penetrating radar to locate pipes and other utilities. An allowance for additional subsurface investigations is included.

3.4.1 Phase 2A Field Survey

Provide limited ground field topographic and utility survey and as-built information for the Phase 2A projects in accordance with the requirements above. Surveys shall include interior and exterior as-built surveys where needed to prepare final design documents. No aerial surveys will be performed in Phase 2A.

3.4.2 Phase 2B Field Survey (Not Authorized)

Provide aerial and ground field surveys and as-built information for the Phase 2B projects in accordance with the requirements above.

3.5 ARC FLASH STUDY (NOT AUTHORIZED)

Consultant will perform an arc flash study for the following buildings prior to preliminary design of the immediate needs improvement projects:

a. Motor Control Centers (MCC)
b. Main Switchgear Building
c. Co-generation Building
d. 16KV Switchgear
e. North Area Electrical Building
f. Headworks Electrical Room

The results of this study will be used to identify the required electrical upgrades to these buildings.

3.6 GEOTECHNICAL REPORT AND SEISMIC RESPONSE SPECTRA

The scope of services for Geotechnical Engineering will provide preliminary geotechnical design criteria for up to 5 sites and includes the following:

- After visiting the site to mark points of exploration with facility staff, and notifying Underground Service Alert, Consultant will explore the subsurface conditions and materials by drilling approximately 12 10-foot deep geotechnical borings, 10 cone penetrometer test (CPT) soundings, and 10 environmental/geotechnical borings.

- A total of 12 50-foot deep borings will be drilled using a mud rotary system at the proposed project sites. Consultant will log the test holes and supervise the field study. Relatively undisturbed samples will be taken from the test holes and sealed in containers, and bulk samples from the cuttings will be secured in bags. The samples will be returned to Consultant's laboratory for testing. Consultant will utilize the mud rotary system to serve as a tremie to backfill the holes with slurry and/or bentonite, as per City of Oxnard guidelines. (The Consultant anticipates the cuttings are non-

hazardous and they can be drummed and can be hauled off-site. Additional fees may be incurred if drummed materials are found to be hazardous.)

- A total of 10 CPT soundings will be advanced at the project sites to provide additional data for use in analyzing the liquefaction potential and settlement concerns with respect to subsurface soils. The soundings are planned to be advanced to depths ranging from 50 to 120 feet. The soundings will be backfilled with bentonite.

- 10 borings for use in both environmental and geotechnical analyses would be advanced to depths ranging from 10 to 25 feet. Standard environmental testing protocols would be followed, and a licensed C57 drilling operator would be utilized to advance the borings. As the borings are advanced, environmental services would include screening of soil samples with a Photo Ionization Detector (PID), as per the RFP. The hollow-stem auger will be used as a tremie to backfill the borings with slurry and bentonite, as per City of Oxnard guidelines. (The Consultant anticipates the cuttings are non-hazardous and they can be drummed and can be hauled off-site. Additional fees may be incurred if drummed materials are found to exceed action limits.)

- Because of shallow groundwater conditions, and the seismicity of the region, the Consultants will have a focus on liquefaction and lateral spreading, and the potential design issues associated with those phenomena. These factors will be central to the planned exploration and analysis programs. Furthermore, testing will be performed to aid dewatering contractors in their estimation of quantities that will need to be pumped during construction.

- Laboratory testing will be performed on soil samples collected during the field exploration to help identify and evaluate subsurface site characteristics. Geotechnical tests will include, but may not be limited to: measurement of in-place moisture and density; determination of maximum density and optimum moisture of soils anticipated to be involved in site grading; direct shear testing of remolded samples of anticipated bearing soils; consolidation testing of in-situ conditions; expansion index testing of anticipated bearing soils; plasticity index and grain size analyses of key soil types; and pH, resistivity, soluble chloride and soluble sulfate testing of soils anticipated to be in contact with foundations. Environmental testing will include Total Petroleum Hydrocarbon (TPH) and Benzene, Toluene, Ethylbenzene, and Xylenes (BTEX) evaluations for samples where field PID readings equaled or exceeded 45 ppm. For the purposes of this proposal, the Consultant anticipates that five samples will need to be tested from each environmental boring in accordance with EPA procedures 8015 and 8020.

- Once field and laboratory tests are complete the data will be organized and analyzed by the Consultant to develop conclusions and recommendations relevant to site development.

- A Geotechnical Engineering Report will be prepared based on evaluation of the data obtained from the exploration and testing programs, and on experience and judgment. Included in the report will be descriptions of the field and laboratory tests performed during the Consultant's studies, discussions pertaining to the engineering properties of soil types encountered on-site, and recommendations for site development based on the geotechnical conditions. Recommendations will include:

criteria for grading; seismic design parameters; vertical, lateral and bearing pressures for use in structural design; estimated total and differential settlements; minimum foundation design criteria; and depth to groundwater.

3.6.1 Phase 2A Geotechnical Report and Seismic Response Spectra

Provide limited geotechnical investigations for the phase 2A projects as needed to develop detailed design for these projects, in accordance with the requirements above.

3.6.2 Phase 2B Geotechnical Report and Seismic Response Spectra (Not Authorized)

Provide Geotechnical Report and Seismic Response Spectra for the phase 2B projects in accordance with the requirements above.

3.7 OWTP BIO-SOLIDS DISPOSAL/REUSE OVERVIEW STUDY (NOT AUTHORIZED)

The City of Oxnard currently disposes of dewatered anaerobically digested sludge that is produced from the Oxnard Wastewater Treatment Plant (OWTP) at the TOLAND ROAD LANDFILL BIOSOLIDS FACILITY under a contract with the Ventura Regional Sanitation District (VRSD). The City/VRSD contract which was signed on April 22, 2008 terminates on June 30, 2018 and there are no provisions in the contract to extend the contract beyond the June 30, 2018 termination date.

3.7.1 Overview of Class "A" Biosolids Options

Identify options that the City should consider for further detailed evaluation and development. Review the November 2000 *OWTP Final Biosolids Management Report* that was produced by Malcolm Pirnie, Inc. This "high level" review will focus on current feasibility of options presented in the subject report and a limited review of facilities that can be readily identified where these options are currently being used.

Conduct a limited review of biosolids disposal strategies being employed by other agencies in Southern California. This review will be limited to telephone discussions with the Los Angeles County Sanitation Districts, the City of Los Angeles and the Orange County Sanitation Districts.

3.7.2 Technical Memorandum – Overview of Class "A" Biosolids Options

Prepare a draft technical memorandum that will summarize the efforts, findings and conclusions generated under Task 3.7.5.

Following review by the City, prepare 5 copies of final technical memorandum within two (2) weeks of receipt of comments.

3.7.3 Overview of Combined Sludge/Solid Waste Gasification Technologies

In association with the City's Solid Waste Master Plan Consultant, conduct "high level" overview of technologies available for combined sludge/solid waste gasification and a "high level" overview of case histories in the United States where this technology has been evaluated, implemented and in operation on combined wastewater treatment plant sludge and solid waste.

The focus of this overview will be:

- Definition of proven available technologies with schematics and photos.
- Summary of "design" criteria for "in-development" and/or operating facilities relative to dewatered sludge pre-treatment requirements and required sludge characteristics; solid waste pre-treatment requirements; and ratios of sludge and solid waste on both a volume and tonnage basis; power requirements; and power generation per unit volume or tonnage of combined sludge/solid waste processed.
- Summary of "high level" construction costs and capital costs for "in-development" and/or operating facilities.
- Summary of "high level" O&M costs with breakdowns of cost items included in the O&M costs.
- Summary of permitting requirements for implementation of a sludge/solid waste gasification project.
- Summary of project issues related to regulatory approvals, construction, operation and maintenance, and meeting anticipated power generation estimates.

3.7.4 Technical Memorandum

This technical memorandum will summarize the efforts, findings and conclusions generated under this Task.

Following review by the City, prepare 5 copies of final technical memorandum within two (2) weeks of receipt of comments.

3.7.5 OWTP Biosolids Disposal /Reuse Overview Study Report

Prepare and submit the subject report to the City. The report will provide an Executive Summary of the technical memoranda produced and copies of the technical memoranda.

4.0 PERMITTING - INCREASE OF $110,000

4.1 STORM WATER PERMITTING

Consultant will assist the City in renewing its Storm Water Pollution Prevention Plans (SWPPPs) for the OWTP, Headworks, Advanced Water Purification Facility (AWPF), and Materials Recycling Facility (MRF). The SWPPP will be prepared to comply with the requirements of the State of California's new General Permit for Storm Water Discharges Associated with Industrial Activities (i.e., Industrial General Permit [IGP]) (Water Quality Order 2014-0057-DWQ, National Pollutant Discharge Elimination System [NPDES] CAS000001). The Consultant anticipates the current SWPPP is not in compliance with the Ventura County Municipal Separate Storm Sewer System (MS4) permit.

4.1.1 Review Available Materials

The Consultant anticipates that all of the storm water runoff traversing the treatment areas of the OWTP premises was captured and treated in the plant prior to 2008. With the 2008 expansion of the treatment plant, including the new headworks facility, this is no longer the case.

The City has also taken over operation of the Materials Recovery Facility (MRF) and will need to update the storm water documentation for this facility.

The Consultant will review available documents and materials provided by City staff in email or hardcopy regarding the facility's operations to verify applicability of the Industrial General

Permit (IGP) to the facility and to determine if the facility requires coverage under a Notice of Intent, or may be eligible for No Exposure Certification (NEC) or Notice of Non-Applicability (NONA). Materials to be provided by the OWTP staff include site maps and documents describing relevant attributes of the facility (storm drain maps, draft or internal SWPPP, Spill Prevention, Control, and Countermeasure Plan, Hazardous Materials Business Plan, storm drain map, and other environmental documents or permits). The Consultant will need City staff to provide existing facility drawings in CADD or GIS if available. The Consultant anticipates that the facilities do not have coverage under the current IGP and has not performed storm water sampling.

The Consultant will review those documents City staff can make available in advance of the Task 4.1.2 Site Visits, with additional data provided and reviewed during the site visit.

4.1.2 Conduct Site Visits

The Consultant will perform a one- to two-day site visit to the OWTP, Headworks, AWPF, and MRF to collect information needed to prepare the SWPPP and prepare detailed site maps. During the site visits, the Consultant will inspect the sites' storm water drainage system to determine needed storm water sampling locations. The Consultant will identify which portions of the facilities' stormwater is captured and treated on the site, which portion may be discharged off-site to the City storm drain system, and which portion is discharged directly to a detention basin without treatment. The Consultant anticipates that City staff will provide a storm drain system map and have staff available to assist with removal of storm drain lids to verify the layout of the storm drain system.

During the site visits, the Consultant will discuss with City staff information needed to complete the SWPPP, such as:

- Make-up and experience of the Storm Water Pollution Prevention Team and training needs
- Availability of sampling equipment, if any
- Potential polluting materials used at the site, including storage locations and loading/unloading activities
- Comparison of current site operations versus minimum Best Management Practices (BMPs) required by the IGP; where possible, written standard operating procedures are desired

The Consultant anticipates that the facilities will not require the use of advanced BMPs to comply with the IGP. Costs to design advanced BMPs are not included in this proposal.

During the site visit, the Consultant will review the SWPPP checklist, NEC checklist, and site map requirements in accordance with the appendices and attachments to the IGP to ensure needed information is collected.

4.1.3 Hydrologic Analysis

For the OWTP, the Consultant will review site hydrology and perform additional calculations to develop the Storm Water drainage map for the site. Additional requirements will include site survey and review of existing drainage structures. Analysis will be as required to comply with the requirements of the stormwater permits associated with the site.

4.1.4 Prepare Draft SWPPP and Site Map

The Consultant will prepare the draft SWPPP and site map to comply with the new IGP. The Consultant's approach will be to keep the SWPPP brief and, thereby, functional for use by the OWTP, Headworks, AWPF, and MRF staff. At a minimum, the SWPPP will cover the following topics:

- Facility name and contact information, including identifying the Storm Water Pollution Prevention Team
- Site description
- Site map
- List of industrial materials: industrial processes, material handling and storage areas, dust and particulate generating areas, significant spills and leaks, non-storm water discharges, erodible surfaces
- Assessment of potential pollutant sources
- Minimum BMPs: good housekeeping, preventive maintenance, spill and leak prevention and response, material handling and waste management, erosion and sediment control, employee training programs, quality assurance and record-keeping
- Advanced BMPs (if determined to be applicable – not included in our cost estimate): exposure minimization BMPs, storm water containment and discharge reduction BMPs, treatment control BMPs, other advanced BMPs
- Annual comprehensive facility compliance evaluation
- Monitoring Implementation Plan
- Date SWPPP initially prepared and date of amendments

Consultant will lead a workshop two weeks after delivery of the Draft documents to review and receive comments from City staff. One week before the workshop, the Consultant will provide an agenda to the City.

- Deliverables:
  - Draft SWPPP and Site Map.
  - Workshop Meeting Minutes.

The documents will be provided in electronic format via email, unless the City requests hardcopy or other digital format.

4.1.5 Prepare Final SWPPP and Site Map

The Consultant will revise the SWPPP and Site Map based on the City's comments. The final copy will be provided in electronic format via email for ease in uploading to the State Water Board's Storm Water Multiple Application and Report Tracking System (SMARTS) website. The Consultant will also provide up to three hardcopy and/or CD format copies of the Final SWPPP and Site Map if requested by the City.

- Deliverables:
  - Final SWPPP and Site Map.

4.1.6 Permit Application Support

The Consultant will provide support to the City's staff to complete the permit application process. Support will include providing additional information for use in entering the Permit Registration Documents in SMARTS, and assistance with data entry and document upload. However, the Consultant will not be able to directly enter information that must be uploaded by the Legally Responsible Person, such as providing certification. The City will be responsible for any required permit fees.

4.2 CEQA COMPLIANCE (NOT AUTHORIZED)

Under this phase of the Contract, the Consultant will provide technical data and information for the program EIR being prepared by the City and its Environmental Consultant to satisfy Proposition 218 requirements. The Consultant will provide technical support for the Environmental Consultant in the preparation of this document. To this end the Consultant is allocating 300 hours of support for coordinating with the Environmental Consultant.

Included in these hours is providing environmental permitting for the collection system chemical systems. The Consultant anticipates these facilities will fall within a Class 1 Categorical Exemption for Existing Facilities (CEQA Guidelines Section 15301).

5.0 RIGHT OF WAY ACQUISITION SERVICES (FUTURE AUTHORIZATION)

6.0 DESIGN DEVELOPMENT – INCREASE OF $2,256,596

6.1 PRELIMINARY DESIGN

Consultant will evaluate and perform preliminary design of the improvements identified in the approved facilities plan and determined in the rate study support efforts in Task 1. The analysis will determine sequencing and packaging of the elements into specific design and construction packages. The preliminary design will address:

A. Treatment Process Improvements
B. Site and Utilities Improvements.
C. Emergency generator and main switchgear improvements.
D. Collection system odor control facilities.

Consultant will perform pre-design investigations focusing on the condition of existing equipment and interim needs at the OWTP. The results will be summarized, with conclusions and recommendations resulting from the investigations, in a Pre-Design Technical Memorandum (TM) for each immediate needs facility or system. The Draft TMs will be submitted to the City for review and City review comments will be incorporated into Final TMs which will be incorporated into a Preliminary Design Report (PDR).

- Deliverables:
  - Draft Pre-Design Investigations Technical Memoranda
  - Final Pre-Design Investigations Technical Memoranda

6.1.1 Headworks Improvements

This task consists of evaluating improvements to the Headworks Area. Identified needs include:

a. Headworks Area 'Below Cover" concrete and coating repairs
b. Headworks Grit Dewatering Building odor control duct work air balancing improvements
c. Headworks screenings conveyor enclosures and odor ventilation improvements
d. Provide new influent pump seal/cooling water system
e. Replace Headworks fiberglass (FRP) covers
f. Modify or replace odor control stations and chemical feed stations
g. Provide screen wall on the north and west sides of the Headworks property, running east to Perkins Road and south to the Railroad

Specific preliminary design tasks consist of:

- Perform site visit
- Conduct operations staff interviews
- Identify equipment upgrade or replacement needs
- Document areas with corrosion or other degradation
- Evaluate corrosion in areas below channel covers
- Assess concrete rehabilitation options
- Assess viable coating systems for protection of structures experiencing corrosion
- Assess mounting support alternatives for FRP covers
- Document FRP cover replacement needs based on visual observation
- Assess viable cover alternatives to FRP
- Assess Odor Control System and identify any deficiencies
- Evaluate foul air extraction rate and recommended building air change rates
- Evaluate odor control system equipment and recommended upgrades or replacement
- Assess options to screen headworks facility from nearby residences
- Document findings in draft TM
- Prepare and submit final TM incorporating City comments

Assumptions:

a. It is assumed that damage to existing concrete is non-structural and no structural analysis will be performed

6.1.2 Primary Clarifier Improvements

This task consists of evaluating Primary Clarifier (PC) improvement needs. Initial assessment of the tanks during the rate study support efforts identified significant corrosion of internal mechanisms and ancillary equipment and a poor overall condition rating. Identified needs include:

a. Replace corroded tank internal mechanisms
b. Secure launders
c. Replace access walkways
d. Replace pumping equipment

Specific preliminary design tasks consist of:

- Perform site visit
- Conduct operations staff interviews
- Review available as-built documents if available
- Assess observable extent of damage to internal mechanisms and ancillary equipment
- Assess condition of drive units
- Assess walkways and bridges
- Assess primary sludge and scum pumping equipment
- Document condition of existing PC tanks and equipment
- Evaluate improvement alternatives
- Recommend upgrade and/or replacement needs
- Document findings in draft TM
- Prepare and submit final TM incorporating City comments

Assumptions:

a. It is assumed that no structural analysis will be performed.

6.1.3 Bio-towers Demolition

Based on the condition assessment and seismic evaluation conducted during the Master Plan project, the Bio-towers have been found in a poor condition and are recommended for demolition. This task includes preliminary design for demolition of the Bio-towers and appurtenances and relocation of utilities. Identified needs include:

a. Removal of Bio-towers and appurtenances
b. Site regrading requirements
c. Relocation of utilities

Specific preliminary design tasks consist of:

- Review plant operations
- Assess process impacts of bio-tower demolition
- Determine process upgrades required
- Assess structural impacts of bio-tower demolition
- Assess electrical impacts of bio-tower demolition
- Assess safety requirements associated with bio-tower removal
- Evaluate utility relocation requirements
- Evaluate site regrading requirements
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.4 Inter-stage Pump Station Improvements

The inter-stage pump station is required to be reconfigured and modified after demolition of the Bio-towers. Additionally, based on the Public Works Integrated Master Plan (PWIMP) the pumps are nearing the end of their Evaluated Remaining Useful Life (EvRUL). This task includes preliminary design of inter-stage pump station upgrades. Identified needs include:

a. Replace/refurbish inter-stage pumps
b. Modify bio-tower recirculation pumps for service as backup inter-stage pumps
c. Modification of inter-stage wet-well

Specific preliminary design tasks consist of:

- Perform site visit
- Conduct operations staff interviews
- Review available as-built documents if available
- Evaluate condition of pumps and ancillary equipment
- Determine extent of equipment replacement and/or refurbishment
- Assess pump station and wet well reconfiguration requirements
- Assess pumping requirements for conveyance to secondary treatment
- Assess structural improvement requirements
- Assess electrical improvement requirements
- Assess process and utility upgrade requirements to repurpose recirculation pumps
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.5 Activated Sludge Tank (AST) Improvements

This task consists of evaluating improvements to the activated sludge tanks area. Major improvements include corrosion control, aeration efficiency improvements. Identified needs include:

a. Replacement of Blowers and Diffusers
b. Replacement of the handrail mounted walkway lights with corrosion resistant LED lights
c. Rehabilitation of Activated Sludge Tanks Concrete
d. Addition of Baffle Walls in ASTs

Specific preliminary design tasks consist of:

- Perform site visit
- Conduct operations staff interviews
- Review available as-built documents if available
- Evaluate condition of equipment and expected remaining service life
- Assess process and utility upgrade requirements after bio-tower removal
- Evaluate aeration equipment upgrade or replacement requirements
- Evaluate ancillary equipment upgrade requirements
- Assess electrical improvement requirements
- Evaluate conversion of handrail mounted AST walkway lights to LED
- Review existing seismic and structural evaluation reports
- Provide structural seismic study - Tier 1, Tier 2 and Tier 3 levels
- Determine structural rehabilitation necessary to extend the aeration tanks useful life and satisfy the seismic analysis requirements
- Review operational data for the activated sludge systems
- Determine the capacity of the activated sludge tanks (ASTs) and equipment
- Assess addition of baffle walls
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.6 Secondary Sedimentation Tank Improvements

This task consists of evaluating immediate improvements to the Secondary Sedimentation systems including ancillary equipment replacement. Identified needs include:

a. Replacement of small equipment
b. Replacement of skimmers, collectors, drives and Return Activated Sludge (RAS) and Waste Activated Sludge (WAS) pumps
c. Rehabilitation of secondary Sedimentation tanks structure/concrete

Specific preliminary design tasks consist of:

- Perform site visits by structural engineer and process engineer
- Conduct operations staff interviews
- Evaluate equipment condition and expected remaining service life
- Assess ancillary/small equipment replacement or rehabilitation requirements
- Recommend improvements and phasing
- Review available as-built drawings and pertinent data provided. Review existing seismic and structural evaluation reports
- Provide structural seismic study - Tier 1, Tier 2 and Tier 3 levels
- Determine structural rehabilitation required to extend the secondary sedimentation tanks useful life and to satisfy seismic resistance design requirements
- Determine the observable extent of deterioration at secondary sedimentation tanks (SST) and equipment
- Evaluate SST skimmers, collectors, drives and RAS and WAS pumps and determine the required equipment rehabilitation and replacement
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.7 Effluent Pump Station Upgrades

This task consists of evaluation and pre-design of improvements to the Effluent Pump Station area consisting of concrete rehabilitation and equipment replacement. This task also includes replacement of the gravity pipeline check valves and evaluation and modifications to the effluent pump station power supply. Identified needs include:

a. Replacement of effluent pumps
b. Repair/replacement of gravity pipeline check valves
c. Improvement of power supply redundancy/reliability
d. Effluent pump station concrete rehab

Specific preliminary design tasks consist of:

- Perform site visits by structural engineer and process/mechanical engineer
- Conduct operations staff interviews
- Evaluate equipment condition and expected remaining service life
- Assess equipment replacement or rehabilitation requirements
- Evaluate pump and wet well hydraulic capacity
- Evaluate pump redundancy requirements
- Assess electrical upgrade requirements
- Review available as-built drawings and pertinent data provided
- Review existing seismic and structural evaluation reports

- Provide structural seismic study - Tier 1, Tier 2 and Tier 3 levels
- Determine structural rehabilitation required to extend the effluent pump station useful life and to satisfy seismic resistance design requirements
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.8 Equalization Tanks Improvements

Consultant will evaluate and provide preliminary design of improvements to the Equalization (EQ) Tanks. Major improvements consist of the following:

a. Replacement of small equipment
b. Rehabilitation of tanks structure/concrete
c. Improvements to connect EQ for AWPF Plant

Specific preliminary design tasks consist of:

- Site visit by structural engineer and process engineer
- Review available as-built drawings and pertinent data provided
- Review existing seismic and structural evaluation reports
- Provide structural seismic study - Tier 1, Tier 2 and Tier 3 levels
- Determine structural rehabilitation required to extend the equalization tanks useful life and to satisfy seismic resistance design requirements
- Recommend equipment replacement where deteriorated or at end of its useful life
- Assess process and utility upgrade requirements to transfer EQ effluent to AWPF
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.9 Gravity Thickener Improvements

This task consists of determining the requirements for rebuilding/rehabilitation of the Gravity Thickeners to meet the immediate needs of the OWTP. Identified needs include:

a. Repair/replace leaking sections of the feed sludge manifold
b. Install access walkways and maintenance platforms for roof mounted air handling units
c. Replace top mounted air handling units, collector mechanisms, and launders
d. Repair concrete surface degradation

Specific preliminary design tasks consist of:

- Perform site visit
- Conduct operations staff interviews
- Evaluate equipment condition and expected remaining service life
- Assess equipment replacement or rehabilitation requirements
- Feed sludge manifold
- Top mounted air handling units
- Collector mechanisms
- Launders
- Assess and document concrete degradation
- Recommend structural repair of concrete surface deterioration
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.10 Dissolved Air Flotation (DAF) Thickener Improvements

This task consists of determining requirements for capacity, reliability, and safety improvements to DAF thickener systems and equipment. Identified needs include:

a. Installation of permanent access stairs and platforms at DAF area
b. Installation of containment structure around bulk polymer storage tank
c. Replace DAF system air compressors with higher capacity units
d. Upgrade the DAF polymer solution to re-establish the continuous batching system

Specific preliminary design tasks consist of:

- Perform site visit
- Conduct operations staff interviews
- Review available as-built documents if available
- Review DAF system operations
- Assess safety requirements and improvements
- Evaluate DAF system upgrade requirements
- Evaluate polymer storage area upgrade requirements
- Assess upsizing of air compressor system
- Evaluate polymer system upgrades to re-establish continuous batching operation
- Recommend upgrade and/or replacement needs
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.11 Anaerobic Digestion Improvements

This task consists of assessing the requirements for improvements to the anaerobic digestion facilities. Identified needs include:

a. Addition of Dystor® cover to Digester 2
b. Digester 2 heat exchanger replacement and interior coating repair
c. Clean Digesters #1 and #3
d. Digester 1 and 3 Heat Exchanger Replacement and Interior Coating Repair

Specific preliminary design tasks consist of:

- Perform site visit
- Conduct operations staff interviews
- Review available as-built documents if available
- Review anaerobic digestion system operations
- Assess tank cleaning requirements and sequencing
- Evaluate structural upgrades for Digester #2 cover replacement
- Assess condition and expected remaining useful life of:
    - Heat exchangers
    - Gas lance piping
    - Draft tube assemblies
- Evaluate equipment replacement and coating repair requirements
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.12 Cogeneration Improvements

This task consists of evaluating improvements to the Cogeneration system. Identified needs include:

a. Rehabilitation of Cogeneration engines. Review of procurement documents for three cogeneration units. The documents pertain to engine overhaul for the cogeneration engines.
b. Co-Gen cooling water system modifications at chlorine contact tanks (CCT) includes:
    - Install new automatic strainer on 3WHP cooling water loop at CCT
    - Modify cooling water loop with loop extension into CC T

Specific preliminary design tasks consist of:

- Review co-gen procurement documents
- Review supplier co-gen engine overhaul proposals
- Recommend turnkey co-gen improvements
- Assess co-gen cooling water system modifications at CCTs:
    - Install new automatic basket strainer on 3WHP cooling water loop
    - Modify cooling loop piping with loop extension into CCT
- Document findings and recommendations
- Finalize recommendations and submit to City

6.1.13 Non-Potable Water (3WHP) Pump Station Improvements

This task consists of evaluating improvements to 3WHP Pump Station. Improvements include replacement of basket strainers, pumps and drives. Belt Filter Presses Rehab

Specific preliminary design tasks consist of:

- Perform site visit
- Conduct operations staff interviews
- Review available as-built documents if available
- Review 3WHP pump station system operations
- Evaluate equipment rehabilitation and replacement requirements:
    - Existing 3WHP pumping equipment
    - Replacement of manual basket strainer with automatic basket strainer
- Document findings in draft TM
- Prepare and submit final TM incorporating City comments

6.1.14 Belt Filter Press Improvements

Identified needs include:

a. Rehabilitation of Belt Filter Presses. Review of procurement documents for refurbishment of belt filter press (BFP) and conveyor equipment. Review comments and recommendations will be provided.
b. Refurbishment of BFP building roof and skylights to eliminate leaks
c. Installation of non-skid epoxy floor coating at BFP building ground floor and BFPs
d. Installation of permanent access stairs and platforms at BFP area polymer mixing tanks
e. Replacement of " wet sprinkler" piping in the BFP building
f. Upgrade of BFP polymer solution make up system to re-establish a continuous batching system

Specific preliminary design tasks consist of:

- Perform site visit
- Conduct operations staff interviews
- Review available as-built documents if available
- Review procurement document for overhaul of BFP and conveyor equipment
- Provide recommendations for turnkey BFP and conveyor improvements
- Assess building rehabilitation and wet sprinkler system piping replacement needs
- Review operations of existing polymer addition system
- Evaluate requirements to upgrade polymer system for continuous batching operation
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.15 Emergency Generator and Main Switchgear (SG) Improvements

This task consists of preliminary design for replacement of standby generators and upgrades to the main switchgear units. Consultant will review the Master Plan Consultant's Arc Flash study recommendations in development of the work. Identified improvements include:

a. Replacement of standby Generators. The new emergency standby power facility will include electrical switchgear, circuit breakers, automatic transfer switch, self-contained generator, sound attenuating structure, integral fuel storage system, and interconnection with the cogeneration system. The standby power facility shall have sufficient capacity to power the entire Oxnard Wastewater Treatment Plant (OWTP) except for the Headworks.
b. Main switchgear upgrades or replacement including shifting the load from 480V bus to 2400V bus. Refurbish the vaults identified as needing repair.

Specific preliminary design tasks consist of:

- Perform site visit
- Conduct operations staff interviews
- Review available data and as-built documents if available
- Review the recent Arc Flash Study to develop the design as applicable in accordance with the Study's findings.
- Preliminary design for new emergency generators:
    - Review plant loads and requirements for backup power
    - Review existing switchgear for incorporation into upgraded system
    - Review automatic transfer switches for incorporation into upgraded system
    - Review transformers requirements for incorporation into upgraded system
    - Define requirements for new emergency power system
- Assess electrical, structural, process and safety requirements for demo of main SG
- Assess optimal location for new switchgear building
- Determine required sequencing for replacement of main switchgear
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.16 Plant Wide Modifications

This task addresses the modifications that are required plant wide including the following:

6.1.16.1 Utilities replacement/upgrade, Electrical Repairs, and Civil/Site Work

This task includes identification of plant wide mechanical, structural, and electrical upgrades and repairs associated with interim improvement needs. Specific tasks consist of:

- Develop a plan for required modifications to the existing utilities during the interim needs improvements such as fire alarms, lighting, auxiliary utilities, instrument replacement and chemical feed systems. Improvements will include replacement of corroded pipes, concrete repairs and coatings installation, upsizing certain utilities, and relocation or reconfiguration of utilities where needed
- Develop a plan for improvements to electrical systems including electrical vault repairs, concrete repairs and coating installation, and replacement of corroded conduit, wire and junction boxes
- Site/Civil work pertinent to the interim improvement needs
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.16.2 SCADA System Upgrade

This task consists of determining the requirements for improvements to the SCADA system to improve control of the treatment processes. Preliminary design of this task is broken down into two tasks:

a. Phase 2A SCADA System Upgrade:
    - This Task includes only the upgrade of Blowers Plant Logic Control (PLC) and SCADA

b. Phase 2B SCADA System Upgrade
    - This Task includes plant wide SCADA upgrade excluding blowers

6.1.16.3 MCC replacement

Consultant will provide preliminary design for upgrade and replacement of MCCs at various locations as required for the interim improvements. Specific tasks consist of:

- Perform site visit
- Interview operations Staff
- Review available as-built drawings and pertinent data provided
- Review structural and arc flash study reports
- Determine the required MCC replacements or upgrades pertinent to the interim improvements
- Document findings in draft Technical Memorandum
- Prepare and submit final Technical Memorandum incorporating City comments

6.1.16.4 Early Warning System for Water Quality **(Not Authorized)**

Consultant will provide preliminary design of a system to identify potentially high sodium and chloride in the AWPF effluent. Consultant will investigate and identify a system for continuous monitoring of the influent to the OWTP as well as primary clarifier effluent. Consultant will perform the following:

- Review OWTP influent water quality data for sodium and chloride
- Conduct site visit of OWTP facility
- Review OWTP headworks facility drawings for potential monitoring equipment location
- Review OWTP inter-stage pump station and secondary treatment basins drawings for potential monitoring equipment location
- Review AWPF drawings for potential monitoring equipment location
- Identify recommended monitoring system
- Provide preliminary specifications for monitoring system equipment
- Provide concept drawings or sketches for installation of the monitoring equipment, including power and instrument requirements

Consultant will produce a Technical Memorandum that includes sketches, equipment model numbers, and directions for use by City during installation. Consultant will also provide support advisory services to City during installation of the system.

6.1.17 Collection System Chemical Addition Facilities (Not Authorized)

Based on the recent chemical addition preliminary testing to reduce odors generated from the City's collection system, the City has elected to install the following facilities:

a. Magnesium Hydroxide Addition Facility at Hemlock and Victoria **(Not Authorized)**
a. Magnesium Hydroxide Addition Facility at the Redwood Trunk **(Not Authorized)**
b. Magnesium Hydroxide Addition Facility at the Central Trunk **(Not Authorized)**
c. Magnesium Hydroxide Addition Facility at the Eastern Trunk **(Not Authorized)**

The chemical addition facilities will reduce significant odors generated from the City's Redwood, Central, and Eastern Trunk Sewers. The new chemical addition facilities will include a chemical storage tank, chemical metering pumps, a mechanical mixer, power and water to the facility, and other accessories and supporting facilities.

Consultant will verify existing conditions via site investigations (including geotechnical for each Lift Station Site and the Riverpark Development Site), review of existing as-built documents, and available geotechnical reports (the City will provide existing geotechnical reports for Blending Station No. 1 and the Solid Waste Transfer Station) and property parcel maps and right-of-ways. The task includes the survey effort needed to prepare the site civil design drawings. Consultant will undertake and complete preliminary design investigations and summarize the results, conclusions and recommendations in a Technical Memorandum (TM). The TM will be submitted to the City and Consultant will attend a review meeting with City to present recommendations and receive comments. Consultant will incorporate City comments in a final TM.

6.2 PRELIMINARY DESIGN REPORT

Consultant will undertake and complete all pre-design investigations and summarize the results, conclusions and recommendations resulting from these investigations in a Preliminary Design Report.

At the completion of Preliminary Design subtasks, Consultant will prepare a Preliminary Design Report (PDR) with a summary of total improvements to be designed under the specific Phase (A or B), and a recommendation for construction phasing. The analysis will define the areas to be packaged for construction bidding.

Two PDRs will be prepared for the preliminary design of the authorized facilities. The PDR will include the following sections:

1. **Introduction and Objectives**
1. **Background and Design Criteria**
2. **Immediate Needs Improvement Analysis** – Section will incorporate the findings of the Pre-Design TMs incorporating comments from the Pre-Design Workshops.
3. **Improvement Projects Sequencing** – An overview of general upgrade priorities and sequencing will be provided with recommended construction packages that will provide the least disruption of plant operations throughout the construction period. The OWTP must maintain full operational capability during the immediate needs construction. Conflicts will be identified and mitigation measures proposed.
4. **Recommended Projects** – Overall project recommendations will be provided, along with magnitude of project cost and implementation plan. Figures will be prepared where necessary to illustrate the proposed modifications.

Individual Design workshops will be held with the City at key project milestones during the Preliminary Design phase. These workshops will be attended by the Consultant's Project Manager and Design Manager, lead designers from the team and other technical staff as required. Each Workshop is anticipated to be approximately one half day in duration. The workshops will be held at the OWTP. The following workshops are anticipated:

1. Initial Workshop – Workshop will be held after Task 3 analyses. Key issues will be identified and discussed. The intent of the workshop is to identify plant staff objectives and any ongoing concerns that must be documented for the preliminary and final design efforts.

2. Intermediate Workshop – This Workshop will occur approximately half way during the preliminary design phase. Consultant will update the project team on the progress of the preliminary design effort. The direction of the analyses will be confirmed or re-established ahead of the preparation of the Draft PDR.

3. Draft Preliminary Design Report (PDR) Review Workshop – Two weeks after delivery of the PDR, the Consultant will lead the PDR Review Workshop. The recommended final design packages, final design budget requirements, schedule, and opinions of probable improvement project cost will also be reviewed. Subsequent to the Workshop, Consultant will prepare a Final PDR that will serve as the basis for the final design of immediate needs improvements.

The results of this investigation will be included in a Draft PDR that will be delivered to the City for review two weeks prior to a PDR Review Workshop. Following the Workshop, the Draft PDR will be updated and a Final PDR will be submitted to the City. The Final PDR will serve to define the scope of the design packages.

6.2.1 Phase 2A - Preliminary Design Report:

Preliminary Design Report for the phase 2A projects in accordance with the requirements above.

- Deliverables Phase 2A:
  - Phase 2A Draft Investigations Technical Memorandum
  - Phase 2A Final Investigations Technical Memorandum Phase 2A

6.2.2 Phase 2B - Preliminary Design Report (Not Authorized):

Preliminary Design Report for the phase 2A projects in accordance with the requirements above.

- Deliverables Phase 2B:
  - Phase 2B Draft Investigations Technical Memorandum
  - Phase 2B Final Investigations Technical Memorandum

6.3 DETAILED DESIGN

After completion of the preliminary design, the City will decide which projects will advance into detailed design. This authorization will advance the City selected projects into detailed design.

The number of bid packages (maximum of 5 bid packages), drawings, and specifications to be prepared for the OWTP improvements will be determined during Preliminary Design.

Each Package will include Design Workshops, Drawings, Specifications, Opinion of Probable Construction Cost, and Constructability Review as defined below.

6.3.0 Project Coordination

6.3.0.1 Design Meetings

For each Package, Consultant has included two (2) design meetings as part of the scope of services. The Workshops are included at the following Milestones:

1. 60% Design Submittal
2. 90% Design Submittal

Further coordination of design efforts will be done during the regular monthly meetings.

Consultant will prepare and distribute meeting agendas two days prior to scheduled meetings and also record and distribute meeting minutes to all attendees no later than five days following the meeting. The meeting minutes will document the discussions and decisions made.

- Deliverables:
  - Meeting Agendas
  - Meeting Minutes

6.3.0.2 Bid Documents (Plans and Specifications)

Following completion of the PDR documents, Consultant will proceed with detailed design preparation as follows:

Submittal	Drawings	Specifications	Opinion of Cost	No. of Copies
60%	Plans, Sections, and Most Details for all disciplines	Draft	Updated	PDF, Word, and 10 hard copies
90%	All	Final Draft	Updated	PDF, Word, and 10 hard copies
FINAL	Bid ready	Bid Ready	Final	PDF and Word 1 Bound 1 Unbound for reproduction

Drawings will be prepared at 24" x 36" sheet size with 22" x 34" trim lines (for half size printing to 11" x 17").

Consultant shall prepare Technical Specifications based on the City's standard format, and shall reference the Standard Specifications for Public Works Construction (SSPWC) and any other applicable standards with supplements.

- Deliverables:
  - 60% Progress Package as defined above.
  - 90% Progress Package as defined above.
  - Final Bid Ready Package as defined above.

6.3.0.3 Engineer's Opinion of Probable Construction Cost

Prepare opinion of probable construction costs at the 60 percent and FINAL completion stages.

- Deliverables:
  - 60% Construction Cost Opinion.
  - 90% Construction Cost Opinion.
  - Final Construction Cost Opinion.

6.3.0.4 Constructability Review

At the 90% design completion stage, Consultant will perform a constructability, startup, and commissioning review including the following:

- Review of Agreement, General Conditions and General Requirements for inclusion of additional contract requirements for procedural issues and responsibilities for

submittals, schedule, payment and change order procedures, quality control, protection of the environment, safety, and project closeout.

- Review of construction sequencing.
- Plan startup and commissioning activities.
- Specified quality control and testing requirements and responsibilities of the Contractor.
- Consideration of special limitations imposed by the site.
- Specifications that adequately relate to the plans and are not unnecessarily restrictive.
- Potential physical conflicts on the plans and conflicts between specifications and the plans.

➢ Deliverables:

- Prepare one redlined set of plans, specifications, and schedule summary with comments.
- Prepare Summary of Findings Report, including Startup and Commissioning Plan.

6.3.0.5 Coordination with City Plan Check Department

The Consultant will submit the 90% contract documents to the City Plan Check department for review, answer comments, and revise documents as applicable. Consultant will prepare a memorandum summarizing the Plan Check comments and provide applicable revisions for each comment. Consultant will resubmit documents to City Plan Check if required. Consultant assumes a maximum of two submissions to City Plan Check will be required.

6.3.1 Headworks Improvements (Not Authorized)

This task includes development of drawings for civil, structural, mechanical, plumbing, yard piping, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.2 Primary Clarifier Improvements

This task includes development of drawings for civil, structural, mechanical, plumbing, yard piping, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.3 Bio-towers Demolition

This task includes development of drawings for civil, demolition, mechanical, yard piping, Technical specifications shall be prepared.

6.3.4 Inter-stage Pump Station Improvements

This task includes development of drawings for civil, structural, mechanical, plumbing, yard piping, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.5 Activated Sludge Tanks Improvements (Not Authorized)

This task includes development of drawings for civil, structural, mechanical, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.6 Secondary Sedimentation Tanks Improvements (Not Authorized)

This task includes development of drawings for civil, structural, mechanical, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.7 Effluent Pump Station and Conveyance Improvements (Not Authorized)

This task includes development of drawings for civil, structural, mechanical, yard piping, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.8 Equalization Tanks Improvements

This task includes development of drawings for civil, structural, mechanical, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.9 Gravity Thickeners Improvements (Not Authorized)

This task includes development of drawings for civil, structural, mechanical, plumbing, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.10 DAF Thickeners Improvements (Not Authorized)

This task includes development of drawings for civil, structural, mechanical, HVAC, plumbing, yard piping, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.11 Anaerobic Digestion Improvements (Not Authorized)

This task includes development of drawings for civil, structural, mechanical, gas piping, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.12 Co-generation Improvements

This task includes development of drawings for civil, structural, mechanical, plumbing, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.13 3WHP Pump Station Improvements (Not Authorized)

This task includes development of drawings for civil, structural, mechanical, plumbing, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.14 Belt Filter Press Improvements

This task includes development of drawings for civil, structural, mechanical, plumbing, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.15 Emergency Generator and Main Switchgear Improvements (Not Authorized)

This task includes development of drawings for civil, structural, mechanical, HVAC, plumbing, yard piping, instrumentation, and electrical elements. Technical specifications shall be prepared.

6.3.16 Plant Wide Modifications

This task includes development of drawings for civil, architectural, structural, mechanical, HVAC, plumbing, yard piping, instrumentation, SCADA upgrades, and electrical elements. Technical specifications shall be prepared.

6.3.16.1 Utilities replacement/upgrade, Electrical Repairs, and Civil/Site Work **(Not Authorized)**

This task includes detailed Design of plant wide mechanical, structural, and electrical upgrades and repairs associated with interim improvement needs.

6.3.16.2 SCADA System Upgrade

This task consists of detailed design for improvements to the SCADA system to improve control of the treatment processes. This task is planned as two tasks:

c. Phase 2A SCADA System Upgrade:
   - This Task includes detailed design of the Blowers PLC and SCADA System improvements

d. Phase 2B SCADA System Upgrade **(Not Authorized):**
   - This Task includes detailed design plant wide SCADA upgrade excluding blowers

6.3.16.3 MCC replacement **(Not Authorized)**

Consultant will provide detailed design for upgrade and replacement of MCCs at various locations as required for the interim improvements.

6.3.16.4 Early Warning System for Water Quality **(Not Authorized)**

Consultant will provide detailed design of a system to identify potentially high sodium and chloride in the AWPF effluent.

6.3.17 Collection System Chemical Addition Facilities (Not authorized)

This task includes development of drawings for civil, architectural, structural, mechanical, plumbing, instrumentation, and electrical elements. Technical specifications shall be prepared.

7.0 PROCUREMENT ASSISTANCE (NOT AUTHORIZED)

Procurement Services are anticipated to cover the projects defined during the Preliminary Design phase services and include support for up to five bid packages.

7.1 BID SUPPORT SERVICES

7.1.1 Attend Pre-Bid Conference

Consultant will assist the City in holding pre-bid conferences and jobsite tours. Consultant will issue meeting summaries including items discussed at the pre-bid conference.

7.1.2 Respond To Bidders and Prepare Addenda

Consultant will assist the City with responding to bidder's questions and distribute addenda to the construction package. Addenda, if any, will be issued no later than five working days prior to the scheduled bid opening. Consultant will compile technical responses and addenda. Consultant's fee anticipates two (2) addenda per construction package, if required.

7.1.3 Attend Bid Openings and Tabulate Bids

Consultant will attend one bid opening at the City, receive and review the bids (received by the City) to identify responsive and responsible bidders. Consultant will assist the City in evaluating bids and contacting references for the low bidder as well as review and tabulate bid results.

8.0 POST DESIGN SERVICES (NOT AUTHORIZED)

Post design services for this Phase are anticipated to cover only the construction phase engineering services for the Collection System Chemical Addition Facilities.

8.1 CONSTRUCTION SUPPORT SERVICES

8.1.1 Conferences and Meetings

8.1.1.1 Preconstruction Conferences

Consultant's design engineers shall attend and support pre-construction conferences for each construction package with the Construction Manager, the City, involved agencies, utilities, and the Contractor's team as they prepare to mobilize for the project.

8.1.1.2 Weekly Progress Meetings as Needed

Consultant design engineers and other pertinent staff will attend weekly progress meetings at the City's project site for each construction package with the Contractor, Construction Manager, permit agencies (if applicable) when/as needed.

8.1.2 Change Orders

Consultant will support City's Construction Manager (CM) in preparing and investigating proposed change orders submitted by the Contractor or requested by the City and/or its consultants.

8.1.3 Requests for Information (RFI)

Review, coordinate with the CM, and respond to Contractor's Requests for Information (RFIs). When appropriate, recommendations, suggestions and alternatives shall be provided to the Contractor and/or the City.

8.1.4 Submittals

Consultant will review Contractor submittals. After completion of the review, Consultant will return submittal to the CM and distribution to the Contractor and City.

8.1.5 Oversight and Coordination of Contractor Startup / Testing For All Construction Packages

Consultant will provide oversight of the contractor's startup and testing of the new facilities for all construction packages. Consultant will review and comment on detailed testing and startup plans prepared by the Contractor. Consultant will meet with contractor to review and discuss the draft startup and testing plans. For fee estimating purposes, we have anticipated one full time startup and testing specialist for approximately 6 months of the 18 month estimated construction duration.

9.0 CONSTRUCTION ADMINISTRATION AND MANAGEMENT (NOT AUTHORIZED)

The Construction Manager (CM) and Field staff will be mobilized to the project site once construction is ready to begin. The CM and field staff will be based on site at the Oxnard WWTP. The CM will implement the record-keeping documentation and contract administration system developed during the pre-construction phase. Consultant will be the City's focal point (agent) for correspondence related to the construction phase of the project.

Consultant will provide on-site Construction Manager, Resident Engineer, Technical Support, and Clerical staff.

9.1 PRECONSTRUCTION CONFERENCES

Conduct pre-construction conferences for each construction package with the City, the design engineers, involved agencies, utilities, and the Contractor's team as they prepare to mobilize for the project. The CM will review plans and specifications with the Contractor in an effort to facilitate the Contractor's understanding of the project. The CM will review the Contractor's construction schedule for the project. The CM will review appropriate protocols and procedures detailed in the construction documentation. CM will prepare meeting minutes for the pre-construction meetings.

9.2 WEEKLY PROGRESS MEETINGS

Conduct weekly progress meetings at the City's project site for each construction package with the Contractor, permit agencies (if applicable), and the design representatives when/as needed. The principal purpose of the project coordination meetings will be to discuss the following:

- Review progress and work planned for the next week.
- Review progress of critical path schedule items (e.g., status of long lead time items).
- Notify the attendees of any construction deficiencies.
- Discuss labor, material, and equipment related to upcoming work.
- Address team coordination matters.

CM will plan for these meetings, chair these meetings, and conduct each meeting according to a published agenda. CM will prepare distribute meeting summaries which include action items, summary of discussions, and identify the time and date of the next meeting.

9.3 SCHEDULING

Review the Contractor's schedule for each construction package on a monthly basis to verify that the projects are being executed in general accordance with the requirements of the contract documents. Monitor the Contractor's compliance with the agreed-upon scheduling requirements.

CM's major tasks associated with the overall schedule requirements will be to perform the following:

- Review the Contractor's schedule to determine that the milestones dates meet the overall schedule, and that no major conflicts exist.
- Review progress attained against the approved schedule to adequately record work-in-place, detect potential delays.
- When appropriate, review the Contractor's plan for implementation of remedial measures to recover or maintain progress.
- If changes are made to the critical path items, review changes in assumptions and logic.
- In conjunction with the City, negotiate schedule adjustments with the Contractor, which may be required due to weather, change orders, or other impacts requiring schedule adjustments

9.4 CONSTRUCTION ADMINISTRATION

Process Contractors' correspondence and maintain a set of contract files for each construction package per contract documents and City standards. Issues requiring technical input will be forwarded to the City and the design engineers.

9.5 MONTHLY PROGRESS PAYMENTS AND REPORTS

Review Contractors' monthly progress payment requests, construction contract records, and reports specified to be submitted for compliance with contract documents for each construction package. Compile recommendations and forward to the City each month. Maintain a current estimate of overall construction cost for each construction package.

9.6 CHANGE ORDERS

Investigate proposed change orders submitted by the Contractor or requested by the City and/or its consultants. Change order submittals will include supporting records. CM's investigation will include an opinion as to the impacts on the construction package's schedule and budget, and will include a recommendation for action.

CM will perform the following tasks:

- Assemble documentation to include such items as inspection reports, test reports, drawings, sketches, photographs, and other materials as required.
- Assess the impacts of the proposed change on the package Contractor's schedule and operations.
- Prepare a written report summarizing the impact of the proposed change in terms of extra cost, cost savings, schedule, and effect on Contractor's obligations.
- Evaluate the Contractor's price proposals for reasonableness and accuracy of construction quantities, rates and unit prices, and time and schedule impacts.
- Maintain a separate change order log for each construction package as a means to

track change order proposals through the review and approval process.
- Establish files for potential change orders or claims such as to accumulate documentation should the issues result in a change order or claim.

9.7 REQUESTS FOR INFORMATION (RFI)

Review, coordinate with the design engineers and respond to (up to 500) Contractor's Requests for Information (RFI), 100 for each construction package. When appropriate, recommendations, suggestions and alternatives shall be provided to the Contractor and/or the City.

9.8 SUBMITTALS

Receive from each construction package Contractor the required sets of specified submittals. Coordinate the review of the submittals with the design engineers. Consultant will maintain a log to manage shop drawings. The submittal review process will determine the following:

- All short-term look-ahead schedules containing critical submittal dates reflect the same dates in the logs.
- Submittals are reviewed in a timely fashion and returned to the Contractor to minimize lost production time.
- Logs are updated on a regular basis.
- Shop drawings have been reviewed and returned before associated work has begun.
- A copy of all submittals is maintained in the file.

After completion of the review, CM will return submittal to the Contractor and forward a copy to the City.

It is anticipated that the City, in addition to the Engineer's review, will review submittals related to worker safety protection, excavation plans, falsework plans, traffic control, trenchless methodologies, and dewatering plans prepared by the Contractor.

9.9 UTILITIES COORDINATION

Act as a liaison between the City and representatives of utility agencies. Assist the City with coordination of utility agencies during construction. All utility fees are to be paid by Contractor and/or City. The Contractor has the primary responsibility for coordinating the work with the utility agencies.

9.10 FIELD OBSERVATION

Implement observation guidelines for monitoring the Contractors' work. Conduct field observations and prepare documentation (daily reports) of construction tasks for general compliance with the Contract documents.

Upon witnessing (and discussing with City) materials, erection or installation process, or levels of quality that do not meet the requirements of the construction contract documents, issue a Non-Conformance Report notifying the Contractor of such deviation and inquire about the Contractor's proposed corrective action. Copies will be forwarded to the City.

The Contractor for each construction package has sole responsibility for compliance with safety requirements on the construction contract. Consultant's staff will monitor the

Contractors' general compliance with its safety program and advise the City of observed deficiencies.

Maintain a photographic log of construction activities and provide the City copies of significant photographs.

9.11 PUNCH LIST

Punch lists shall be developed to permit City acceptance of each segment of work to occur after the Contractor attains substantial completion. Conduct a final project review for each construction package with the City and the design engineer. Submit a recommendation for project acceptance after receiving the design engineer's concurrence.

9.12 RECORD DRAWINGS

CM will maintain a set of as-built drawings for each construction package during construction and will review the contractor's as-built drawings periodically to verify that changes are being documented. CM will collect as-built drawings from the contractor at contract close-out and submit to the Engineer for processing.

9.13 MATERIALS TESTING SERVICES AND SPECIALTY INSPECTIONS

CM will coordinate special inspection and testing with our materials inspection and testing sub consultant. Consultant will schedule, coordinate and monitor the compliance with the specified tests and frequency. Consultant will review the results of all materials testing inspections and will then make recommendations for acceptance of work or notify the Contractor of deficiencies. If deficiencies are discovered, CM will coordinate with the required project participants to determine an appropriate method for remediation and monitor actions taken to correct the deficient work. Consultant's subconsultant will provide the following:

- Provide Daily Inspection.
- Provide soil, compaction and laboratory testing.
- Provide concrete testing.
- Provide asphalt testing.

9.14 OVERSIGHT AND COORDINATION OF CONTRACTOR STARTUP / TESTING FOR CONSTRUCTION PACKAGES

Consultant will provide oversight of the contractor's startup and testing of the new facilities.

9.15 LABOR COMPLIANCE

Consultant will employ a State-certified sub consultant to provide a Labor Compliance Program to monitor the Contractor's labor compliance, which includes the following:

- Pre-Job Conference. Conduct a pre-job conference with the Contractor and subcontractors listed in the bid before commencement of the work. Labor compliance requirements will be discussed and copies of the suggested reporting forms furnished. Records of the conferences will be kept on file.
- Monthly Audit of Contractor Certified Payroll. Review certified payrolls submitted by the Contractor and his subcontractors to verify compliance with the requirements of prevailing wage. Monitor that Apprenticeship requirements are being met.

- Monthly On-Site Interview. Conduct random on-site Contractor employee interviews on a monthly basis as required by the Labor Compliance Program.
- Violation Enforcement and Recommendations. Communicate potential violations to City and provide recommended action.
- Annual Reporting to the Department of Industrial Relations (DIR). Compile and submit a summary report to the DIR. The report will be submitted annually during construction and at the conclusion of the project.

10.0 PROJECT CLOSEOUT (NOT AUTHORIZED)

10.1 POST CONSTRUCTION SERVICES

10.1.1 Final Project Review

Conduct final project review for each construction package with the City and submit a recommendation for project acceptance after design engineer's concurrence.

10.1.2 Final Report

Prepare final report of testing records for each construction package and submit to City.

10.1.3 Final Submittal Package

Compile a final submittal package (field records) for each construction package and submit to City.

11.0 NEW FACILITY CONCEPTUAL DESIGN SERVICES (NOT AUTHORIZED)

11.1 PERMITTING SERVICES – TO BE DETERMINED

11.2 ENVIRONMENTAL SERVICES – TO BE DETERMINED

11.3 SITE ACQUISITION SERVICES – TO BE DETERMINED

11.4 CONCEPTUAL DESIGN SERVICES – TO BE DETERMINED

Exhibit B 1
Schedule

Task	Sub Task	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV
2	**Project Management**									
2.1	Project Management									
2.2	Meetings and Workshops	X	X	X	X	X	X	X	X	X
3	**Preliminary Investigations**									
3.1	Data Review and Site Investigations									
3.2	Coordinate With Master Plan Consultant									
3.3	Coordinate With Energy Coalition									
3.4	Field Survey									
3.6	Geotechnical									
4	**Permitting Phase 1 Facilities**									
4.1	Storm Water Permitting									
6.1	**Preliminary Design**									
6.1.1	Headworks Improvements									
6.1.2	Replace Primary Clarifier Equipment									
6.1.3	Bio-Tower Demolition									
6.1.4	Inter-Stage Pump Station Improvements									
6.1.5	Activated Sludge Tanks Improvements									
6.1.6	Secondary Sedimentation Tanks Improvements									
6.1.7	Effluent Pump Station Improvements									
6.1.8	Flow Equalization (EQ) Basin Improvements									
6.1.9	Gravity Thickeners Improvements									
6.1.10	DAF Thickeners Improvements									
6.1.11	Anaerobic Digestion Improvements									
6.1.12	Cogeneration Improvements									
6.1.13	3WHP Pump Station Improvements									
6.1.14	Belt Filter Press Improvements									
6.1.15	Emergency Generator and Main Switchgear Improvements									
6.1.16	Plant Wide Improvements									
6.1.16.2	SCADA System Upgrade									
6.2	Preliminary Design Report									
6.3	**Final Design**									
6.3.2	Replace Primary Clarifier Equipment									
6.3.3	Bio-Tower Demolition									
6.3.4	Inter-Stage Pump Station Improvements									
6.3.16.2	SCADA System Upgrade									

Exhibit C-1 Cost of Services

Task	Description	Phase 1 Hours (hr)	Phase 1 Total Cost ($)	Phase 2A Hours (hr)	Revised Phase 2A Total Cost ($)	Phase 2B Total Cost ($)	Future Phases Total Cost ($)
0	**Project Management - Rate Study Support**	356	$ 68 377				
1	**Conceptual Plan and Rate Study Support**	819	$ 150.097				
2	***Project Management***						
2 1	Project Management			1,109	$ 250,042	$ 468.021	
2 2	Meetings and Workshops			379	$ 80,129	$ 131,979	
3	**Preliminary Investigations**						
3 1	Data Review and Site Investigations			361	$ 59,826	$ 20 000	
3.2	Coordinate With Master Plan Consultant			55	$ 10,000	$ -	
3 3	Coordinate With Energy Coalition			99	$ 20,000	$ 20.000	
3 4	Field Survey			89	$ 70,000	$ 93,069	
3.5	*ARC Flash Studies*					$ 88,371	
3 6	Geotechnical			380	$ 55,800	$ 83,072	
3 7	OWTP Bio-Solids Disposal/Reuse Overview Study					$ 40.000	
4	**Permitting Phase 1 Facilities**						
4.1	Storm Water Permitting						
a	Headworks			64	$ 8,000		
b	Advanced Water Purification Facility (AWPF)			80	$ 5,000		
c.	Material Recycling Facility (MRF)			80	$ 5,000		
d	*Oxnard Wastewater Treatment Plant (OWTP)*			646	$ 92,000		
4 2	CEQA Compliance					$ 85,498	
5	**Right Of Way Acquisition Services**						
6	**Design Development**						
6 1	Preliminary Design						
6 1.1	Headworks Improvements			367	$ 58,772		
6 1 2	Replace Primary Clarifier Equipment			670	$ 98,256		
6 1 3	Bio-Tower Demolition			440	$ 68,042		
6.1 4	*Inter-Stage Pump Station Improvements*			435	$ 63,736		
6 1 5	Activated Sludge Tanks Improvements			956	$ 138,641		
6 1 6	Secondary Sedimentation Tanks Improvements			826	$ 125,378		
6.1 7	Effluent Pump Station Improvements			1,070	$ 163,864		
6 1 8	Flow Equalization (EQ) Basin Improvements			522	$ 85,058		
6 1 9	Gravity Thickeners Improvements			340	$ 50,292		
6 1.10	Dissolved Air Flotation (DAF) Thickeners Improvements			391	$ 54,819		
6 1 11	Anaerobic Digestion Improvements			812	$ 128.113		
6.1 12	Cogeneration Improvements			55	$ 10,121		
6.1 13	3WHP Pump Station Improvements			176	$ 27,780	$ -	
6 1 14	Belt Filter Press Improvements			58	$ 12,000	$ 38 009	
6 1 15	Emergency Generator and Main Switchgear Improvements			1,076	$ 192,493	$ -	
6 1 16	Plant Wide Improvements						
6 1 1	Utilities *Paving, Site Civil Work, Site Electrical*					$ 14,517	
6 1 1	SCADA System Upgrade			488	$ 83,544	$ -	
6 1 1	MCC Replacements					$ 61,107	
6 1 1	Early Water Quality Warning System						
6 1 17	Collection System Chemical Addition Facilities						
a.	Redwood Trunk					$ 33,475	
b	Hemlock & Victoria					$ 33.475	
c	Central Trunk					$ 33.475	
d	*Eastern Trunk*					$ 33.475	
6.2	Preliminary Design Report			901	$ 146,643	$ 24.063	
6.3	**Final Design**						
6 3 1	Headworks Improvements					$ 460.000	
6 3 2	Replace Primary Clarifier Equipment			1,211	$ 176,024		
6 3 3	Bio-Tower Demolition			1,939	$ 300,000		
6 3 4	Inter-Stage Pump Station Improvements			1,244	$ 186,310		
6 3 5	Activated Sludge Tanks Improvements					$ 895,000	
6 3 6	*Secondary Sedimentation Tanks Improvements*					$ 1,300,000	
6 3 7	Effluent Pump Station Improvements					$ 385,646	
6 3.8	Flow Equalization (EQ) Basin Improvements					$ 450,000	
6 3 9	Gravity Thickeners Improvements					$ 100,000	
6.3 10	Dissolved Air Flotation (DAF) Thickeners Improvements					$ 100 000	
6 3 11	Anaerobic Digestion Improvements					$ 1 350,000	
6 3 12	Cogeneration Improvements					$ 60,000	
6 3 13	3WHP Pump Station Improvements					$ 150 000	
6 3 14	*Belt Filter Press Improvements*					$ 135,000	
6 3 15	Emergency Generators and Main Switchgear Replacement					$ 1 100 000	
6 3 16	Plant Wide Improvements						
6.3 1	Utilities. Paving, Site Civil Work Site Electrical					$ 1,000 000	
6 3 1	SCADA System Upgrade			514	$ 86,710	$ 613,290	
6 3 1	MCC Replacements					$ 200.000	
6 3 17	Collection System Chemical Addition Facilities						
a	Redwood Trunk					$ 156,028	
b	Hemlock & Victoria					$ 28 621	
c	Central Trunk					$ 105,942	
d	Eastern Trunk					$ 105 942	
7	**Procurement Assistance**						$ 300 000
7 1	Collection System Chemical Addition					$ 33 464	
8	**Post Design Services**						$ 25 000,000
8 1	Collection System Chemical Addition					$ 129 167	
9	**Construction Administration And Management**						
10	***Project Closeout***						$ 250 000
11	**New Facility Conceptual Design**						
11 1	Permitting Services						
11 2	Environmental Services						
11 3	Site Acquisition Services						
11 4	Conceptual Design Services					$ 1 200 000	
	Total	1175	$218 475	17 793	$ 2,912,393	$ 11,339 706	$ 25,550 000

Exhibit C-2

AECOM
FEE SCHEDULE FOR PROFESSIONAL SERVICES
Effective January 1, 2016

Engineers, Planners, Architects, Scientists:

Technician	$ 81.00 per hour
Engineer I/Specialist I	$ 93.00 per hour
Engineer II/Specialist II	$ 120.00 per hour
Engineer III/Specialist III	$ 142.00 per hour
Engineer IV	$ 158.00 per hour
Engineer V	$ 180.00 per hour
Engineer VI	$ 215.00 per hour
Engineer VII	$ 235.00 per hour
Engineer VIII	$ 255.00 per hour
Project Manager I	$ 182.00 per hour
Project Manager II	$ 203.00 per hour
Project Manager III	$ 256.00 per hour
Project Manager IV	$ 272.00 per hour
Principal	$ 276.00 per hour

Construction Administration Personnel:

Resident Project Representative	$ 131.00 per hour
Senior Resident Project Representative	$ 152.00 per hour
Resident Engineer	$ 186.00 per hour
Construction Services Manager	$ 245.00 per hour

Technical Support Staff:

Clerical/General Office	$ 81.00 per hour
Administrative Specialist	$ 98.00 per hour
Drafter/CADD Technician	$ 82.00 per hour
Assistant CADD Operator	$ 102.00 per hour
Designer/CADD Operator	$ 115.00 per hour
Senior Designer/Design CADD Operator	$ 136.00 per hour
Design/CADD Supervisor	$ 150.00 per hour

Direct Project Expenses

Other Reproduction (8 1/2 x11 / 11x17 Color)	$1.15 / 1.50 per page
Plan Sheet Printing - In House Bond/Vellum/Mylar	$3.00/4.00/7.00 per sheet
Subcontracted Services/Reproduction	Cost + 15%
Subcontracted or Subconsultant Services	Cost + 15%

Fee schedule is subject to change annually, upon mutual agreement.Rates for additional classifications not identified above will be submitted to the client for approval prior to work on a task order.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh Risk & Insurance Services
CA License #0437153
777 South Figueroa Street
Los Angeles, CA 90017
Attn: LosAngeles.CertRequest@Marsh.Com
06510 -AECOM--15-16 Camari GLALP 06 2017

INSURED
AECOM Technical Services, Inc.
1220 Avenida Acaso
Camarillo, CA 93012

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535 A+
INSURER B : National Union Fire Insurance Co. of Pittsburgh, PA	19445 A
INSURER C : Illinois Union Insurance Co	27960 A+
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** LOS-001881781-01 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			GLO 5965891 07	04/01/2015	04/01/2016	EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER							$	
A	AUTOMOBILE LIABILITY			BAP 5965893 07	04/01/2015	04/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
								$	
B	X UMBRELLA LIAB X OCCUR			BE 7528547	04/01/2015	04/01/2016	EACH OCCURRENCE	$	1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	1,000,000
	DED RETENTION $							$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y / N: N	N / A					E.L. EACH ACCIDENT	$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	
							E.L. DISEASE - POLICY LIMIT	$	
C	ARCHITECTS & ENG.			EON G21654693	10/08/2014	04/01/2016	Per Claim/Agg		$1,000,000
	PROFESSIONAL LIAB.			""CLAIMS MADE""			Defense Included		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: City of Oxnard, Agreement No. 7815. Capital Improvements Program for Oxnard Wastewater Treatment Plant

Certificate holder is named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured. Waiver of Subrogation is applicable where required by written contract with respect to GL and AL coverage.

CERTIFICATE HOLDER

City of Oxnard
Attn: Marsha Eubanks, Risk Manager
300 West Third Street, Suite 302
Oxnard, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services
David Denihan

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AECOM and Its Subsidiaries
BAP 5965893-07
Eff 04/01/2015

POLICY NUMBER: BAP 5965893-07

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
AECOM and Its Subsidiaries
Endorsement Effective Date:
04/01/2015

SCHEDULE

Name Of Person(s) Or Organization(s):
Only those where required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

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AECOM and Its Subsidiaries
BAP 5965893-07
Eff 04/01/2015

POLICY NUMBER: BAP 5965893-07

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: AECOM and its Subsidiaries
Endorsement Effective Date: 04/01/2015

SCHEDULE

Name(s) Of Person(s) Or Organization(s): . Only those where required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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AECOM and Its Subsidiaries
GLO 5965891-07
Eff 04/01/2015

POLICY NUMBER: GLO 5965891-07

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Only those where required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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AECOM and Its Subsidiaries
GLO 5965891-07
Eff 04/01/2015

POLICY NUMBER: GLO 5965891-07

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Only those where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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AECOM and Its Subsidiaries
GLO 5965891-07
Eff 04/01/2015

POLICY NUMBER: GLO 5965891-07

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Only those where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

1/1/2017

DATE (MM/DD/YYYY) 2/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Insurance Brokers, LLC
19800 MacArthur Blvd., Suite 1250
CA License #0F15767
Irvine 92612
949-252-4400

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : *** SEE ATTACHMENT *** 19429	A
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1075642
AECOM
AECOM Technical Services, Inc.
1220 Avenida Acaso
Camarillo CA 93012

COVERAGES AECTE01 **CERTIFICATE NUMBER:** 13573083 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
							GENERAL AGGREGATE	$ XXXXXXX
							PRODUCTS - COMP/OP AGG	$ XXXXXXX
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	SEE ATTACHED ACORD 101	1/1/2016	1/1/2017	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Notice of Cancellation applies per attached endorsement. Re: City of Oxnard Agreement No,. 7815. Capital Improvements Program for Oxnard Wastewater Treatment Plant. Waiver of Subrogation applies per attached endorsement(s) or policy language.

CERTIFICATE HOLDER

13573083
City of Oxnard
Marsha Eubanks, Risk Manager
300 W. Third St., Ste. 302
Oxnard CA 93030

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 101

Policy #	Issuing Company	State(s) Covered
0910710	Nat'l Union Fire Ins Co. - NAIC #19445	OH
014268016	The Insurance Company of the State of Pennsylvania - NAIC #19429	FL
014268017	The Insurance Company of the State of Pennsylvania - NAIC #19429	ME
014268019	The Insurance Company of the State of Pennsylvania - NAIC #19429	IL,KY
014268020	The Insurance Company of the State of Pennsylvania - NAIC #19429	NV
014268021	The Insurance Company of the State of Pennsylvania - NAIC #19429	CO
014268022	The Insurance Company of the State of Pennsylvania - NAIC #19429	NJ,PA
014268023	The Insurance Company of the State of Pennsylvania - NAIC #19429	MA,ND,OH,WA,WI,WY
014268024	The Insurance Company of the State of Pennsylvania - NAIC #19429	CA
014268025	The Insurance Company of the State of Pennsylvania - NAIC #19429	IL,KY,NC,NH,UT,VT
014268026	The Insurance Company of the State of Pennsylvania - NAIC #19429	AL,AR,CO,CT,DC,DE,GA,HI,IA,ID,IN,KS,LA,MD,MI,MN,MO,MS, MT,NE,NM,NV,NY,OK.OR,RI,SC,SD,TN.TX,WV
014268027	The Insurance Company of the State of Pennsylvania - NAIC #19429	AK,AZ,VA
014268028	The Insurance Company of the State of Pennsylvania - NAIC #19429	NY
014268018	The Insurance Company of the State of Pennsylvania - NAIC #19429	IL,WA
014268029	The Insurance Company of the State of Pennsylvania - NAIC #19429	CO,ID,NM,SC,TN
014268030	The Insurance Company of the State of Pennsylvania - NAIC #19429	TX

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 1/1/2016 forms a part of Policy No. SEE ATTACHED ACORD 101

Issued to AECOM
AECOM Technical Services, Inc.

By The Insurance Company of the State of Pennsylvania

LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES (WORKERS' COMPENSATION ONLY)

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided the **Insurer**, either directly or through its broker of record, either:

(a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or

(b) the email address of a contact at each such entity; and

3. prior to the effective date of cancellation, the **Named Insured** confirms to the Insurer, either directly or through its broker of record, that the persons or organizations set forth in the Schedule below, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the **Insurer** will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the **Named Insured** in writing to be correctly a part of the Schedule within 30 days after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided and subsequently confirmed by the **Named Insured** in writing, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the first named employer in Item 1 of the Information Page of this policy.

2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

WC 99 00 58
(Ed. 04/11)

Attachment Code: D461827
Master ID: 1075642, Certificate ID: 13573083

BLANKET WAIVER OF OUR RIGHTS TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement effective: 12:01 AM 1/1/2016 forms a part of Policy No. 014268024

Issued to: AECOM
AECOM Technical Services, Inc.

By: INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

WC 04 03 61
(Ed. 11/90)

Attachment Code: D468450
Certificate ID: 13573083

Agreement No. A-7815

SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered in the County of Ventura, State of California, this 13th day of December, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and AECOM Technical Services, Inc., a California corporation. ("Consultant"). This Second Amendment amends the Agreement entered into on July 28, 2015, by City and Consultant. The Agreement previously has been amended on April 5, 2016, by the First Amendment. This Second Amendment also incorporates exhibits from Water Agreement No. A-7700 as well as On-Call Civil Engineering Services. The effective date of this Second Amendment is December 12, 2017.

City and Consultant agree as follows:

1. Section 1 of the Agreement is deleted and replaced with the following:

"Consultant shall furnish City with professional consulting services as more particularly set forth in Wastewater Project Scope of Services Exhibit A, which in any case shall include no construction management of the Wastewater Treatment Plant; Water Projects Scope of Services Exhibits A, and A-1; and On-Call Civil Engineering Services Scope of Services Exhibit A. The aforementioned Exhibits are attached hereto and incorporated herein by this reference."

2. Section 8 of the Agreement is deleted and replaced with the following:

"The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedules provided in Wastewater Project Schedule Exhibit B; Water Projects Schedule Exhibits B and B-1; and On-Call Civil Engineering Services Schedule Exhibit B. The aforementioned Exhibits are attached hereto and incorporated herein by this reference."

3. In Section 9 and 40(a) of the Agreement, the name and title "Glen Hille, P.E." is replaced with the name and title "Jan M. Hauser, P.E., Vice President."

4. In Section 12 of the Agreement, the date "December 31, 2017," is deleted and replaced with the date "December 31, 2020."

5. Section 14(a) of the Agreement is deleted and replaced with the following:

"City agrees to pay Consultant in an amount not to exceed $13,429,858 at the rates provided in the Hourly Rate Schedule for Professional Services, which is in Exhibit D. These rates are utilized in the totals listed in Wastewater Project Costs Exhibit C; Water Projects Costs Exhibits C and C1; and On-Call Civil Engineering Services Costs Exhibit C. The aforementioned Exhibits are attached hereto and incorporated herein by this reference. Where a conflict exists between any Exhibit C, C-1 or C-2 and Exhibit D, Exhibit C, C-1 or C-2 shall govern over Exhibit D."

6. All exhibits listed in this Second Amendment are attached hereto and incorporated herein by this reference.

7. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

COUNCIL APPROVED
12/13/2017 F7(2)
DATE

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

Tim Flynn 12/13/17

■ Tim Flynn, Mayor Date
(if agreement is $250,000.01 or more)
☐ Greg Nyhoff, City Manager (if agreement is $25,000.01-$250,000.00)
☐ Lisa Boerner, Purchasing Agent (if agreement is up to $25,000.00)

ATTEST:

12/13/17

Michelle Ascencion, City Clerk Date
(if agreement is $250,000.01 or more)

APPROVED AS TO FORM:

11/28/17

Stephen M. Fischer, City Attorney Date
(required for any agreement amount)

APPROVED AS TO CONTENT:

11/28/17

Thien Ng Date
Interim Public Works Director
(required for any agreement amount)

12/13/17

Ruth Osuna, Assistant City Manager Date

APPROVED AS TO AMOUNT:

12/14/17

Greg Nyhoff, City Manager Date
(if agreement is $250,000.01 or more)

APPROVED AS TO INSURANCE:

12/13/17

Mike More, Risk Manager Date
(required for any agreement amount)

AECOM Technical Services, Inc.

12/6/17

Jan M. Hauser, P.E., Vice President Date

12/6/2107

~~Armond Tatevossian, Assistant Secretary Date~~

Preston Hopson, Secretary Date

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

PLEASE DO NOT REMOVE THIS BOX

WASTEWATER PROJECT
SCOPE OF SERVICES EXHIBIT A

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INTRODUCTION

The following Scope of Services (SOS) describes the work to be completed under the Second Amendment to the AECOM Agreement for Consulting Services (Agreement No. A-7815) dated July 28, 2015, for the implementation of the Capital Improvement Program (CIP) at the Oxnard Wastewater Treatment Plant (OWTP). The projects to be completed under Amendment 2 include those identified in the first five (5) years of the CIP as follows:

1. Phase 1: Years 1- 2 projects: Repair of high risk facilities which have been identified as a health and safety concern or urgent need to maintain plant functionality.

2. Phase 2: Year 3 – 5 projects: Reliability improvements necessary to maintain required minimum redundancy and treatment facility.

The following Exhibits comprise Amendment 2:

- Wastewater Project Scope of Services Exhibit A: Amendment 2
- Wastewater Project Exhibit B: Schedule
- Wastewater Project Costs Exhibit C
- Hourly Rate Schedule for Professional Services Exhibit D

The following SOS is comprehensive and adds to the original SOS identified in Agreement Number A-7815. Tasks to be completed under Amendment 2 are identified as *Authorized* following the task title. Tasks not included under Amendment 2 are identified either as *Completed* or *Not Authorized*.

0.0 PROJECT MANAGEMENT – RATE STUDY SUPPORT (COMPLETED)

Consultant will provide the following project management functions:

0.1.1 Prepare Project Plan (Completed)

The Project Work Plan will define how the consultation will proceed and will include tasks such as Consultant staffing assignment, communication protocol, deliverables, task leaders, and an anticipated project schedule.

- Deliverables: Project Work Plan

0.1.2 Prepare Monthly Invoices, Progress Reports, and Earned Value Analysis

Monthly progress reports will include summary of tasks completed, ongoing tasks, data requests, earned value analysis and work scheduled for following month. Reports will be submitted with monthly invoices.

- Deliverables: Monthly invoices, progress reports, and earned value analysis.

0.1.3 Project Management and QA/QC Coordination

This task includes coordination with the City and the project team, and quality control review. Overall project management for Phase 1 duration, which includes supervision of in-house staff,

planning and monitoring of contract budget and schedule, and coordination with the City and its other consultants, will be conducted by the Project Manager (PM).

0.2 MEETINGS AND WORKSHOPS

0.2.1 Coordination Meetings

The execution of the project from concept through design will require close coordination with City staff, as concepts and designs are developed and reviewed.

Meetings will be held at OWTP throughout the rate study support period and will include a summary of work completed, work planned, key issues, data needs, budget update and schedule overview. Consultant will lead the meetings and prepare an agenda, which will be distributed at least two days before the meeting. Consultant staff will attend these meetings, with other technical staff attending as required.

- Deliverables: Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

1.0 CONCEPTUAL PLAN AND RATE STUDY SUPPORT (COMPLETED)

1.1 DEVELOP INTERIM NEEDS FOR OWTP

Consultant will review immediate needs plan for the existing OWTP, to provide capability to extend facility life up to fifteen (15) years. Investigations will include equipment and process evaluation for interim improvements that will extend process efficiency, replace deficient equipment, enhance interim treatment, and provide transition facilities as needed until the new treatment facility is commissioned.

The evaluation will include review of plant operational risks, mandatory code and safety improvements, and remaining life analysis. Plant staff will be interviewed and maintenance history evaluated. Final recommendations will be subject to funding objectives and priorities established by the City.

A Project memorandum describing the analysis and recommendations will be prepared.

- Deliverables:
  - Draft Investigations Project Memorandum
  - Final Investigations Project Memorandum

1.2 CONCEPT DEVELOPMENT FOR FUTURE TREATMENT FACILITY

Based on the potential plan to relocate the treatment facilities to a new site, Consultant will develop detailed concepts for a membrane bioreactor facility in one of the several identified sites near West Hueneme Road. The conceptual plans will include up to three scenarios for incorporating existing facilities or abandoning the existing site. Concept planning will include treatment requirements to meet Advanced Water Purification Facility (AWPF) raw water supply, Title 22 requirements for direct reuse, and ocean discharge.

➢ Deliverables:

- Draft Conceptual Plan Project Memorandum
- Conceptual Plan Review Workshop Minutes
- Final Conceptual Plan Project Memorandum

1.3 COST PROJECTIONS FOR CAPITAL IMPROVEMENTS

Consultant will develop cost estimates to AAEC International, Class 4 Level. Estimates will be developed on layout drawings developed for this purpose, using process sizing and industry standards for structure layouts. Estimates will include site development based on available site information, demolition and phasing of improvements for optimum use of existing facilities. It is intended that these estimates will refine the capital cost budgets as prepared by the Master Plan Consultant. A workshop will be held to review the estimates and assumptions on use of existing facilities.

➢ Deliverables:

- Draft and Final Construction Cost Estimates.
- Workshop Meeting Minutes.
- Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

1.4 PARTICIPATION IN WORKSHOPS

Consultant will develop presentations for workshops and planning meetings with the City to review the technical details of the various investigations. Alternative analyses will be developed using economic and non-economic criteria, and presented for discussion with City engineering and operations staff.

➢ Deliverables:

- Draft Presentation Materials in PowerPoint and PDF format
- Workshop Meeting Minutes.
- Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

1.5 COORDINATE WITH MASTER PLAN CONSULTANT

Consultant will share information and attend public meetings and workshops, and planning meetings to align efforts with those of the Master Plan Consultant.

Consultant will coordinate with the City and Master Plan consultant through Design Workshops. Master Plan Consultant's services will include, but not be limited to:

- Attendance and participation at meetings and workshops
- Graphic support and detailed evaluations of alternatives
- Overall wastewater system recommendations and co-ordination

2.0 PROJECT MANAGEMENT (AUTHORIZED)

Consultant will provide the following project management tasks during each Phase of the project.

2.1 PROJECT INITIATION AND PROJECT MANAGEMENT/QA/QC

2.1.1 Prepare Project Charter (COMPLETED)

Includes facilitation of a kick-off meeting and project charter development; attendees will include all stakeholders, including operations, management and engineering staff.

- Deliverables: Project Charter.

2.1.2 Prepare Project Plan (COMPLETED)

The Project Work Plan will define how the OWTP improvements will proceed and will include tasks such as Consultant staffing assignment, communication protocol, deliverables, task leaders, goals and an anticipated project schedule. Effort includes a staff survey to develop a list of needs and prioritize actions.

- Deliverables: Project Work Plan

2.1.3 Prepare Monthly Invoices, Progress Reports, and Earned Value Analysis

Monthly progress reports will include summary of tasks completed, ongoing tasks, data requests, earned value analysis and work scheduled for following month. Reports will be submitted with monthly invoices.

- Deliverables: Monthly invoices, progress reports, and earned value analysis.

2.1.4 Project Management and QA/QC Coordination

This task includes coordination with the City and the project team, and quality control review. Overall project management for improvements design duration, which includes supervision of in-house staff, planning and monitoring of contract budget and schedule, and coordination with the City and its other consultants, will be conducted by the Project Manager.

Provide senior technical review and implement our quality assurance and quality control (QA/QC) measures throughout the project. Our QA/QC procedures ensure all work products provided to the City follow strict adherence to industry and City of Oxnard design standards.

2.2 MEETINGS AND WORKSHOPS

2.2.1 Kickoff Workshop (COMPLETED)

An overall Project Kickoff Workshop will be held to establish the Project Charter and overall project direction and scope of the project tracks.

Kick-off Workshop – The intent of the workshop is to establish the Project Charter, review the overall project elements and identify and prioritize those elements in each Project track. Initial data request will be submitted by the Consultant. Attendees will include Project Managers for Consultant, as well as the lead designers as applicable.

2.2.2 Monthly Coordination Meetings (COMPLETED)

The execution of the project from concept through design will require close coordination with City staff, as concepts and designs are developed and reviewed.

Monthly meetings will be held at OWTP through delivery of the final preliminary design report, and through completion of design of the OWTP interim improvements projects and the collection system chemical addition and will include a summary of work completed, work planned, key issues, data needs, budget update and schedule overview. Consultant will lead the meetings and prepare an agenda, which will be distributed at least two days before the meeting. Consultant's project managers will attend these meetings, with other technical staff attending as required.

- Deliverables: Meeting Summary will be delivered in Word and PDF format within seven (7) calendar days after the meeting.

2.2.3 Technical Workshops (COMPLETED)

The Consultant will lead monthly project memorandum review Workshops (up to a total of 4 during the immediate needs preliminary design effort). Draft project memoranda will be issued prior to the meetings. The consultant will receive City comments on all the draft preliminary design project memoranda. Subsequent to these Workshops, Consultant will prepare Final project memoranda which incorporate City comments received.

3.0 PRELIMINARY INVESTIGATIONS (AUTHORIZED)

The consultant will perform the following investigations prior to preliminary design of the interim improvement projects.

3.1 Data Review And Site Investigations (COMPLETED)

Consultant will develop a data request and deliver to the City. Consultant will review the performance data, as-built files, equipment cut-sheets and conduct a field investigation with City staff.

The City will provide base drawings for existing onsite facilities, utilities, controls and infrastructure will be provided following notice to proceed.

3.2 COORDINATE WITH ENERGY COALITION (COMPLETED)

Consultant will coordinate with the City's Energy Consultant, Energy Coalition, to recognize opportunities to maximize energy efficiency and energy rebates. This coordination shall consist of inviting Energy Coalition to key meetings, providing and sharing information requested, and responding to Energy Coalition comments during planning, preliminary, and early in detailed design.

3.3 COORDINATE WITH MASTER PLAN CONSULTANT (COMPLETED)

Consultant will share information and attend public meetings and workshops, and planning meetings to align efforts with those of the Master Plan Consultant.

Consultant will coordinate with the City and Master Plan consultant through Design Workshops. Master Plan Consultant's services will include, but not be limited to:

- Attendance and participation at meetings and workshops
- Technical support on alternatives and cost analysis
- Coordination on the final rate study and final project list for interim improvements

3.4 FIELD SURVEY (PHASE 1 AND 2)

If required, consultant will provide an aerial topographic survey of the selected treatment facility areas, supplemented by ground surveys.

This scope of services is limited to the services described herein and does not include potholing of existing underground utilities; title company reports, services and fees; boundary or construction surveying; setting boundary or right of way monuments; preparing and filing Corner Records or maps of any kind.

Aerial Topographic Mapping **(COMPLETED)**

- Perform control network survey for the purpose of establishing horizontal and vertical positions on the aerial targets for photogrammetric mapping. Control will be tied to the current datum in use for the Oxnard area: CCS83, Zone 5, Epoch 1995.00 horizontally and NAVD88 vertically.
- Coordinate with aerial mapping company to obtain aerial photography and mapping. Topographic mapping will be compiled using standard photogrammetric methods at a scale of 1 inch equals 20 feet, with a one foot contour interval as an AutoCAD drawing file.
- Perform field survey to locate visible surface features related to utilities such as meters, valves, backflow preventers, poles, warning signs, paint marks, exposed pipe sections, etc., not identifiable from aerial mapping, as well as critical design constraints as known at the time of this proposal.
- Perform field survey to locate visible surface features at the four offsite facilities previously noted.
- Download and compute survey data. The data will be added to the AutoCAD base map drawing and each feature will be clearly labeled as identified in the field.
- Create an AutoCAD drawing for the project base map, including a title sheet with surveyor's notes, vicinity map and legend.
- Deliverables: Electronic AutoCAD drawing files.

Digital Orthophotography **(COMPLETED)**

- Digital image files will be created in the appropriate format. The image will have a pixel resolution of 0.08 feet (each pixel will represent approximately 1" on the ground) suitable for plotting at a scale of 1" = 20'. Images will be inserted into the AutoCAD base map drawing.

Compile Utility Information

- Research utility providers via DigAlert within the immediate vicinity of project limits (public streets only) and request pertinent utility base maps and atlases sufficient to compile the offsite public utility features in the immediate vicinity of the site and that

would be necessary to serve the property. These include water mains, sewer mains, gas mains, storm drain lines, fire hydrants, utility poles, telecommunications and cable television. Only onsite visible surface utilities will be shown.

Subsurface Investigations

- OWTP is an existing operating facility with many underground pipelines, power and communication conduits, and other utilities. The scope of services for the Subsurface Investigation includes using a standard electromagnetic utility locator and with ground penetrating radar to locate pipes and other utilities. An allowance for additional subsurface investigations is included.

3.5 GEOTECHNICAL REPORT AND SEISMIC RESPONSE SPECTRA

The scope of services for Geotechnical Engineering will provide preliminary geotechnical design criteria and includes the following:

- Borings as needed to provide general information on subsoil conditions, depth to ground water and refusal depths. Consultant will explore the subsurface conditions and materials by drilling 10-foot deep geotechnical borings, cone penetrometer test (CPT) soundings, and environmental/geotechnical borings.

- Where necessary, several 20-foot deep borings will be drilled using a mud rotary system at the proposed project sites. Consultant will log the test holes and supervise the field study. Relatively undisturbed samples will be taken from the test holes and sealed in containers, and bulk samples from the cuttings will be secured in bags. The samples will be returned to Consultant's laboratory for testing.

- Because of shallow groundwater conditions, and the seismicity of the region, the Consultant will have a focus on liquefaction and lateral spreading, and the potential design issues associated with those phenomena. These factors will be central to the planned exploration and analysis programs. Furthermore, testing will be performed to aid dewatering contractors in their estimation of quantities that will need to be pumped during construction.

- Laboratory testing will be performed on soil samples collected during the field exploration to help identify and evaluate subsurface site characteristics. Geotechnical tests will include, but may not be limited to: measurement of in-place moisture and density; determination of maximum density and optimum moisture of soils anticipated to be involved in site grading; direct shear testing of remolded samples of anticipated bearing soils; consolidation testing of in-situ conditions; expansion index testing of anticipated bearing soils; plasticity index and grain size analyses of key soil types; and pH, resistivity, soluble chloride and soluble sulfate testing of soils anticipated to be in contact with foundations.

- Once field and laboratory tests are complete the data will be organized and analyzed by the Consultant to develop conclusions and recommendations relevant to site development.

- A Geotechnical Engineering Report will be prepared based on evaluation of the data obtained from the exploration and testing programs, and on experience and judgment.

Included in the report will be descriptions of the field and laboratory tests performed during the Consultant's studies, discussions pertaining to the engineering properties of soil types encountered on-site, and recommendations for site development based on the geotechnical conditions. Recommendations will include: criteria for grading; seismic design parameters; vertical, lateral and bearing pressures for use in structural design; estimated total and differential settlements; minimum foundation design criteria; and depth to groundwater.

4.0 PERMITTING (COMPLETED)

4.1 STORM WATER PERMITTING

Consultant will assist the City in renewing its Storm Water Pollution Prevention Plans (SWPPPs) for the OWTP, Headworks and Advanced Water Purification Facility (AWPF). The SWPPP will be prepared to comply with the requirements of the State of California's new General Permit for Storm Water Discharges Associated with Industrial Activities (i.e., Industrial General Permit [IGP]) (Water Quality Order 2014-0057-DWQ, National Pollutant Discharge Elimination System [NPDES] CAS000001). The Consultant anticipates the SWPPP is not being prepared to comply with the Ventura County Municipal Separate Storm Sewer System (MS4) permit.

4.1.1 Review Available Materials

The Consultant anticipates that all of the storm water runoff traversing the treatment areas of the OWTP premises was captured and treated in the plant prior to 2008. With the 2008 expansion of the treatment plant, including the new headworks facility, this is no longer the case.

The Consultant will review available documents and materials provided by City staff in email or hardcopy regarding the facility's operations to verify applicability of the IGP to the facility and to determine if the facility requires coverage under a Notice of Intent, or may be eligible for No Exposure Certification (NEC) or Notice of Non-Applicability (NONA). Materials to be provided by the OWTP staff include site maps and documents describing relevant attributes of the facility (storm drain maps, draft or internal SWPPP, Spill Prevention, Control, and Countermeasure Plan, Hazardous Materials Business Plan, storm drain map, and other environmental documents or permits). The Consultant will need City staff to provide existing facility drawings in CADD or GIS if available. The Consultant anticipates that the facilities do not have coverage under the current IGP and has not performed storm water sampling.

The Consultant will review those documents City staff can make available in advance of the Task 12.1.2 Site Visits, with additional data provided and reviewed during the site visit.

4.1.2 Conduct Site Visits

The Consultant will perform a one- to two-day site visit to the OWTP, Headworks and AWPF to collect information needed to prepare the SWPPP and prepare detailed site maps. During the site visits, the Consultant will inspect the sites' storm water drainage system to determine needed storm water sampling locations. The Consultant will identify which portions of the facilities' stormwater is captured and treated on the site, which portion may be discharged off-site to the City storm drain system, and which portion is discharged directly to a detention basin without treatment. The Consultant anticipates that City staff will provide a storm drain system

map and have staff available to assist with removal of storm drain lids to verify the layout of the storm drain system.

During the site visits, the Consultant will discuss with City staff information needed to complete the SWPPP, such as:

- Make-up and experience of the Storm Water Pollution Prevention Team and training needs
- Availability of sampling equipment, if any
- Potential polluting materials used at the site, including storage locations and loading/unloading activities
- Comparison of current site operations versus minimum Best Management Practices (BMPs) required by the IGP; where possible, written standard operating procedures are desired

The Consultant anticipates that the facilities will not require the use of advanced BMPs to comply with the IGP. Costs to design advanced BMPs are not included in this proposal.

During the site visit, the Consultant will review the SWPPP checklist, NEC checklist, and site map requirements in accordance with the appendices and attachments to the IGP to ensure needed information is collected.

4.1.3 Hydrologic Analysis

For the OWTP, the Consultant will review site hydrology and perform additional calculations to develop the Storm Water drainage map for the site. Additional requirements will include site survey and review of existing drainage structures. Analysis will be as required to comply with the requirements of the stormwater permits associated with the site.

4.1.4 Prepare Draft SWPPP and Site Map

The Consultant will prepare the draft SWPPP and site map to comply with the new IGP. The Consultant's approach will be to keep the SWPPP brief and, thereby, functional for use by the OWTP, Headworks and AWPF staff. At a minimum, the SWPPP will cover the following topics:

- Facility name and contact information, including identifying the Storm Water Pollution Prevention Team
- Site description
- Site map
- List of industrial materials: industrial processes, material handling and storage areas, dust and particulate generating areas, significant spills and leaks, non-storm water discharges, erodible surfaces
- Assessment of potential pollutant sources
- Minimum BMPs: good housekeeping, preventive maintenance, spill and leak prevention and response, material handling and waste management, erosion and sediment control, employee training programs, quality assurance and record-keeping
- Advanced BMPs (if determined to be applicable – not included in our cost estimate): exposure minimization BMPs, storm water containment and discharge reduction BMPs, treatment control BMPs, other advanced BMPs
- Annual comprehensive facility compliance evaluation
- Monitoring Implementation Plan
- Date SWPPP initially prepared and date of amendments

Consultant will lead a workshop two weeks after delivery of the Draft documents to review and receive comments from City staff. One week before the workshop, the Consultant will provide an agenda to the City.

- Deliverables:
  - Draft SWPPP and Site Map.
  - Workshop Meeting Minutes.

The documents will be provided in electronic format via email, unless the City requests hardcopy or other digital format.

4.1.5 Prepare Final SWPPP and Site Map

The Consultant will revise the SWPPP and Site Map based on the City's comments. The final copy will be provided in electronic format via email for ease in uploading to the State Water Board's Storm Water Multiple Application and Report Tracking System (SMARTS) website. The Consultant will also provide up to three hardcopy and/or CD format copies of the Final SWPPP and Site Map if requested by the City.

- Deliverables:
  - Final SWPPP and Site Map.

4.1.6 Permit Application Support

The Consultant will provide support to the City's staff complete the permit application process. Support will include providing additional information for use in entering the Permit Registration Documents in SMARTS, and assistance with data entry and document upload. However, the Consultant will not be able to directly enter information that must be uploaded by the Legally Responsible Person, such as providing certification. The City will be responsible for any required permit fees.

5.0 RIGHT OF WAY ACQUISITION SERVICES (NOT AUTHORIZED)

6.0 PRELIMINARY DESIGN – PHASE 1 (YEARS 1-2) AND PHASE 2 (YEARS 3-5) IMPROVEMENT PROJECTS (COMPLETED)

Consultant will evaluate and perform preliminary design of the improvements identified in the approved Capital Improvements Plan (CIP) for Phase 1 and 2. The analysis will determine sequencing and packaging of the elements into specific design and construction packages. For Phase 2 improvements, a life cycle cost summary will be developed.

The preliminary design will address:

A. Treatment Process Improvements
B. Site and Utilities Improvements.
C. Emergency generator and main switchgear improvements.

The results will be summarized, with conclusions and recommendations resulting from the investigations, in a Pre-Design Project memorandum (PM) for each immediate needs facility or

system. The Draft PMs will be submitted to the City for review and City review comments will be incorporated into Final PMs which will be incorporated into a Preliminary Design Report (PDR).

- Deliverables:
  - Draft Pre-Design Investigations Project Memoranda
  - Final Pre-Design Investigations Project Memoranda

6.1 HEADWORKS IMPROVEMENTS

This task consists of evaluating improvements to the Headworks Area as identified for the next 5 years. Identified needs include:

Improvements for Phase 1 (Years 1 – 2)
- Odor Control upgrades
- Repair concrete in grit chambers
- Replace fiberglass covers as necessary

Improvements for Phase 2 (Years 3 – 5)
- Additional concrete repairs
- New fiberglass covers in screening and grit removal structure
- New odor control system
- Enclose bar screen & conveyor areas
- New screen wall along north and west property areas

Preliminary design tasks consist of:

- Evaluate improvement alternatives
- Document findings in draft PM
- Prepare and submit final PM incorporating City comments

6.2 PRIMARY CLARIFIER IMPROVEMENTS

This task consists of evaluating Primary Clarifier improvement needs as identified in the CIP throughout the next 5 year improvement program. Identified needs include:

Improvements for Phase 1 (Years 1 – 2):
- Install new effluent launders, weirs and supports
- New primary clarifier #4 walkway
- Install polymer addition system for chemically enhanced primary treatment (CEPT)

Improvements for Phase 2 (Years 3-5)

- None

Specific preliminary design tasks consist of:

- Evaluate improvement alternatives
- Document findings in draft PM
- Prepare and submit final PM incorporating City comments

6.3 BIO-TOWERS REHABILITATION

Based on the condition assessment and seismic evaluation conducted during Master Plan project, the Bio-towers have been found in poor condition and are recommended for demolition in Phase 3. This task includes preliminary design for evaluation the options to make the bio-towers safe before they are demolished. Identified needs include:

Improvements for Phase 1 (Years 1 – 2):

- Install wire wrap or mesh around bio-towers to prevent block wall from falling

Improvements for Phase 2 (Years 3 - 5):

- None

Preliminary design tasks consist of:

- Evaluate Bio-towers Rehabilitation Options
- Document findings in draft Project memorandum
- Prepare and submit final Project memorandum incorporating City comments

6.4 INTER-STAGE PUMP STATION IMPROVEMENTS

This task consists of evaluating Inter-stage Pump Station improvement needs as identified in the CIP in Phase 1 and 2. Identified needs include:

Improvements for Phase 1 (Years 1 - 2):

- None

Improvements for Phase 2 (Years 3 – 5):

- Modify pumps, VFDs and flow metering
- Rehabilitate wet well concrete
- Upgrade control facility to meet building seismic code

Preliminary design tasks consist of:

- Document findings in draft Project memorandum
- Prepare and submit final Project memorandum incorporating City comments

6.5 EFFLUENT PUMP STATION UPGRADES

This task consists of evaluation and pre-design of improvements to the Effluent Pump Station area per CIP plan for Phase 1 and 2. Identified needs include:

Improvements for Phase 1 (Years 1 - 2):

- None

Improvements for Phase 2 (Years 3 – 5):

- Rehabilitate 4 pumps, VFDs and valves in effluent pump station building
- Replace or rebuild low head effluent pump ("Big Red")
- Replace Gravity Line check valve and isolation valve
- Effluent Pump Engines cooling water piping
- Upgrade building to meet seismic code

Specific preliminary design tasks consist of:

- Assess equipment replacement or rehabilitation requirements
- Determine structural rehabilitation required to extend the effluent pump station useful life and to satisfy seismic resistance design requirements
- Document findings in draft Project memorandum
- Prepare and submit final Project memorandum incorporating City comments

6.6 ANAEROBIC DIGESTION IMPROVEMENTS

This task consists of preliminary design of the improvements as identified in the CIP. Identified needs include:

Improvements for Phase 1 (Years 1 - 2):
- None

Improvements for Phase 2 (Years 3 – 5):
- Install digester 2 cover, new gas and recirculation piping

Specific preliminary design tasks consist of:

- Assess tank cleaning requirements and sequencing
- Document findings in draft Project memorandum
- Prepare and submit final Project memorandum incorporating City comments

6.7 COGENERATION IMPROVEMENTS

This task consists of preliminary design for improvements to the cogeneration system as identified in CIP plan for Phases 1 and 2. Identified needs include:

Improvements for Phase 1(Years 1 – 2):
- Refurbish two existing co-generator engines (in frame refurbishment of the engines)
- On-site Generator Inspection

Improvements for Phase 2 (Years 3 – 5):
- Refurbish one existing co-generator engine (in frame refurbishment of the engine)
- Generator Inspection

Preliminary design tasks consist of:

- Document findings and recommendations
- Finalize recommendations and submit to City

6.8 BELT FILTER PRESS IMPROVEMENTS

Additional identified needs include:

Improvements for Phase 1 (Years 1 – 2):
- Replace two existing belt filter presses
- In-Kind replacement of Process area fire suppression piping and sprinklers
- Provide replacement parts for conveyor

Improvements for Phase 2 (Years 3 – 5):

- Replace two existing belt filter presses

Preliminary design tasks consist of:
- Document findings in draft project memorandum
- Prepare and submit final project memorandum incorporating City comments

6.9 EMERGENCY GENERATOR AND MAIN SWITCHGEAR IMPROVEMENTS

This task consists of preliminary design for replacement of standby generators and upgrades to the main switchgear as identified in the CIP for Phase 1 and 2. Identified improvements include:

Improvements for Phase 1 (Years 1 – 2):
- Install temporary 25kV circuit breakers on each side of 16kV and 480-volt transformers.
- Rehabilitate seven existing electrical and instrumentation manholes.

Improvements for Phase 2 (Years 3 – 5):
- Construct Main Electrical Building; new transformers; reroute electrical duct banks and run new cabling; new Automatic transfer switches.
- Install one (1) emergency standby generator
- Remove and replace existing storage building.

Preliminary design tasks consist of:

- Document findings in draft Project memorandum
- Prepare and submit final Project memorandum incorporating City comments

6.10 PLANT WIDE MODIFICATIONS

This task addresses the modifications that are required plant-wide including the following:

6.10.1 Utilities replacement/upgrade, Electrical Repairs, and Civil/Site Work

Plant wide mechanical, structural, and electrical upgrades and repairs are identified in the CIP for Phases 1 and 2. No preliminary design is required as these improvements will be determined on as-needed basis. CIP has identified the following miscellaneous Site Work improvements in

Improvements for Phase 1 (Years 1 - 2):
- None

Improvements for Phase 2 (Years 3 – 5):

- Site Piping Replacements: Install process water piping loop, fire line loop; 3WHP system upgrade.

- Security upgrades: Install site security monitoring system, security fencing, building security keying system, site lighting. Main plant site security fencing and gates: Replace existing fencing and gates around the existing main plant, excluding the Headworks Area.

6.10.2 Supervisory Control and Data Acquisition (SCADA) System Upgrade

This task consists of determining the requirements for improvements to the SCADA system to improve control of the treatment processes. For long-term reliability, new PLCs are required to replace existing PLCs, for compatibility with the AWPF PLCs. The new PLCs should incorporate new ControlLogix platform. New Human Machine Interface units are required at all PLCs, and at the central control office. Preliminary design of this task is broken down into two tasks:

Improvements for Phase 1 (Years 1 – 2):

- Temporary convert existing fiber network to Ethernet to prevent SCADA drop-out.

Improvements for Phase 2 (Years 3 – 5):

- Install new plant-wide SCADA system

Preliminary tasks consist of:

- Document findings in draft Project memorandum
- Prepare and submit final Project memorandum incorporating City comments

6.10.3 Motor Control Center (MCC) replacement

Per CIP plan for Phase 1 and 2, provide preliminary design for upgrade and/or replacement of MCCs at various locations. New MCCs will be evaluated for the Inter-stage Pump station, Aeration and secondary clarifier area, digesters, chemical facilities and dewatering building. Per the CIP, the MCCs are to be evaluated for replacement in Phase 2 (Years 3 – 5).

Improvements for Phase 1 (Years 1 – 2):

- None.

Improvements for Phase 2 (Years 3 – 5):

- Install up to five (5) new MCC's in prioritized locations.

Preliminary tasks consist of:

- Document findings in draft Project memorandum
- Prepare and submit final Project memorandum incorporating City comments

6.11 PRELIMINARY DESIGN REPORT (PDR)

Consultant will undertake and complete all pre-design investigations and summarize the results, conclusions and recommendations resulting from these investigations and a recommendation for construction phasing in a Preliminary Design Report. The analysis will define the areas to be packaged for construction bidding.

Individual Design workshops will be held with the City at key project milestones during the Preliminary Design phase. These workshops will be attended by the Consultant's Project Manager and, lead designers from the team and other technical staff as required. Each Workshop is anticipated to be approximately one half day in duration. The workshops will be held at the OWTP. The following workshops are anticipated:

1. Initial Workshop – Key issues will be identified and discussed. The intent of the workshop is to identify plant staff objectives and any ongoing concerns that must be documented for the preliminary and final design efforts.

2. Draft PDR Workshop – This Workshop will occur approximately half way during the preliminary design phase. Consultant will update the project team on the progress of the preliminary design effort. The direction of the analyses will be confirmed or re-established ahead of the preparation of the Draft PDR.

The results of this investigation will be included in a Draft PDR that will be delivered to the City for review two weeks prior to a PDR Review Workshop. Following the Workshop, the Draft PDR will be updated and a Final PDR will be submitted to the City. The Final PDR will serve to define the scope of the design packages.

7.0 FINAL DESIGN FOR PHASE 1 (YEARS 1 – 2) PROJECTS (AUTHORIZED)

The consultant will develop the final design for the Phase 1 (Years 1 – 2) projects. The number of bid packages, drawings, and specifications to be prepared for the OWTP improvements is to be determined during initial stages of the work. The detailed design requirements for Phase 1 projects are defined in the Final Preliminary Design Report, dated November 2017.

The final design of the following projects will be completed under Task 7 (Phase 1):

- Headworks Improvements

Each Package will include Design Workshops, Drawings, Drawings, Specifications, Opinion of Probable Construction Cost, and Constructability Review.

For each Package, Consultant has included two (2) design meetings as part of the scope of services. Further coordination of design efforts will be completed during the regular monthly meetings.

Consultant will prepare and distribute meeting agendas two days prior to scheduled meetings and also record and distribute meeting minutes to all attendees no later than five days following the meeting. The meeting minutes will document the discussions and decisions made.

➢ Deliverables:

- Meeting Agendas
- Meeting Minutes

7.1 PROJECT COORDINATION

7.1.1 Design Meetings

For each Package, Consultant has included two (2) design meetings as part of the scope of services. The Workshops are included at the following Milestones:

- 60% Design Submittal
- 90% Design Submittal

Further coordination of design efforts will be done during the regular monthly meetings.

Consultant will prepare and distribute meeting agendas two days prior to scheduled meetings and also record and distribute meeting minutes to all attendees no later than five days following the meeting. The meeting minutes will document the discussions and decisions made.

- Deliverables:
  - Meeting Agendas
  - Meeting Minutes

7.1.2 Bid Documents - Plans and Specifications

Consultant will proceed with final design preparation as follows:

Submittal	Drawings	Specifications	Opinion of Cost	No. of Copies
60%	Plans, Sections, and Most Details for all disciplines	Draft	Updated	PDF, Word, and 10 hard copies
90%	All	Final Draft	Updated	PDF, Word, and 10 hard copies
FINAL	Bid ready	Bid Ready	Final	PDF and Word 1 Bound 1 Unbound for reproduction

Drawings will be prepared at 24" x 36" sheet size with 22" x 34" trim lines (for half size printing to 11" x 17").

Consultant shall prepare Technical Specifications based on the City's standard format, and shall reference the Standard Specifications for Public Works Construction (SSPWC) and any other applicable standards with supplements.

- Deliverables:
  - 60% Progress Package as defined above.
  - 90% Progress Package as defined above.
  - Final Bid Ready Package as defined above.

7.1.3 Engineer's Opinion of Probable Construction Cost

Prepare opinion of probable construction costs per American Association of Cost Engineering International (AACEI) at the 60%, 90% and Final completion stages.

- Deliverables:
  - 60% Construction Cost Opinion.
  - 90% Construction Cost Opinion.
  - Final Construction Cost Opinion.

7.1.4 Constructability Review

At the 90% design completion stage, Consultant will perform a constructability, startup, and commissioning review including the following:

- Review of Agreement, General Conditions and General Requirements for inclusion of additional contract requirements for procedural issues and responsibilities for submittals, schedule, payment and change order procedures, quality control, protection of the environment, safety, and project closeout.
- Review of construction sequencing.
- Plan startup and commissioning activities.
- Specified quality control and testing requirements and responsibilities of the Contractor.
- Consideration of special limitations imposed by the site.
- Specifications that adequately relate to the plans and are not unnecessarily restrictive.
- Potential physical conflicts on the plans and conflicts between specifications and the plans.

➢ Deliverables:

- Prepare one redlined set of plans, specifications, and schedule summary with comments.
- Prepare Summary of Findings Report, including Startup and Commissioning Plan.

7.1.5 Coordination with City Plan Check Department

The Consultant will submit the 90% contract documents to the City Plan Check department for review, answer comments, and revise documents as applicable. Consultant will prepare a memorandum summarizing the Plan Check comments and provide applicable revisions for each comment. Consultant will resubmit documents to City Plan Check if required. Consultant assumes a maximum of two submissions to City Plan Check will be required.

7.2 Headworks Improvements

This task includes development of drawings for civil, structural, mechanical, yard piping, instrumentation, and electrical elements. Technical specifications shall be prepared.

Planned Improvements for Phase 1 (Years 1 – 2)

- Odor Control improvements
- Repair concrete in grit chambers
- Replace fiberglass covers as necessary
- Concrete repairs in Inlet Junction Structure (IJS) and Screenings areas.

7.3 PRIMARY CLARIFIER IMPROVEMENTS (COMPLETED)

This task includes development of drawings for civil, structural, mechanical, plumbing, yard piping, instrumentation, and electrical elements. Technical specifications shall be prepared.

7.4 BIO-TOWERS IMPROVEMENT (COMPLETED)

This task includes development of drawings for civil, demolition, mechanical, yard piping, Technical specifications shall be prepared.

7.5 CO-GENERATION IMPROVEMENTS (COMPLETED)

This task includes development of drawings for civil, structural, mechanical, plumbing, instrumentation, and electrical elements. Technical specifications shall be prepared.

7.6 BELT FILTER PRESS IMPROVEMENTS (PHASE 1) (COMPLETED)

This task includes development of drawings for civil, structural, mechanical, plumbing, instrumentation, and electrical elements. Technical specifications shall be prepared.

7.7 SCADA SYSTEM UPGRADE (COMPLETED)

This task consists of developing a specification for improvements to the SCADA system fiber optic communication network. The work consists of converting the PLC interface from serial to Ethernet communication utilizing the existing fiber optic network.

7.8 LABORATORY AIR HANDLING SYSTEM IMPROVEMENTS (COMPLETED)

This task consists of detailed design for replacement of the HVAC system. A new HVAC system will be provided for the laboratory.

8.0 FINAL DESIGN FOR PHASE 2 (YEARS 3 – 5) PROJECTS (AUTHORIZED)

This task includes the detailed design of the projects in the CIP that are planned to be implemented in Phase 2. The detailed design requirements for Phase 2 projects are defined in the Final Preliminary Design Report, dated November 2017.

The final design of the following projects will be completed under Task 8 (Phase 2):

- Headworks Improvements
- Aeration Basin Air Supply Improvements
- Anaerobic Digester Improvements
- Belt Filter Press Improvements
- Inter-stage Pump Station Improvements
- Effluent Pump Station Improvements
- Cogeneration Improvements
- Emergency Generator and New Electrical Building
- Motor Control Center Improvements
- SCADA System Upgrade
- Site Piping
- Site Security Improvements
- New Storage Building

8.1 Project Coordination

8.1.1 Design Meetings

For each Package, Consultant has included two (2) design meetings as part of the scope of services. The Workshops are included at the following Milestones:

- 60% Design Submittal
- 90% Design Submittal

Further coordination of design efforts will be done during the regular monthly meetings.

Consultant will prepare and distribute meeting agendas two days prior to scheduled meetings and also record and distribute meeting minutes to all attendees no later than five days following the meeting. The meeting minutes will document the discussions and decisions made.

➢ Deliverables:

- Meeting Agendas
- Meeting Minutes

8.1.2 Bid Documents - Plans and Specifications

Consultant will proceed with detailed design preparation as follows:

Submittal	Drawings	Specifications	Opinion of Cost	No. of Copies
60%	Plans, Sections, and Most Details for all disciplines	Draft	Updated	PDF, Word, and 10 hard copies
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Drawings will be prepared at 24" x 36" sheet size with 22" x 34" trim lines (for half size printing to 11" x 17").

Consultant shall prepare Technical Specifications based on the City's standard format, and shall reference the Standard Specifications for Public Works Construction (SSPWC) and any other applicable standards with supplements.

➢ Deliverables:

- 60% Progress Package as defined above.
- 90% Progress Package as defined above.
- Final Bid Ready Package as defined above.

8.1.3 Engineer's Opinion of Probable Construction Cost

Prepare opinion of probable construction costs (per AACEI) at the 60%, 90% and Final completion stages.

- Deliverables:
  - 60% Construction Cost Opinion.
  - 90% Construction Cost Opinion.
  - Final Construction Cost Opinion.

8.1.4 Constructability Review

At the 90% design completion stage, Consultant will perform a constructability, startup, and commissioning review including the following:

- Review of Agreement, General Conditions and General Requirements for inclusion of additional contract requirements for procedural issues and responsibilities for submittals, schedule, payment and change order procedures, quality control, protection of the environment, safety, and project closeout.
- Review of construction sequencing.
- Plan startup and commissioning activities.
- Specified quality control and testing requirements and responsibilities of the Contractor.
- Consideration of special limitations imposed by the site.
- Specifications that adequately relate to the plans and are not unnecessarily restrictive.
- Potential physical conflicts on the plans and conflicts between specifications and the plans.

- Deliverables:
  - Prepare one redlined set of plans, specifications, and schedule summary with comments.
  - Prepare Summary of Findings Report, including Startup and Commissioning Plan.

8.1.5 Coordination with City Plan Check Department

The Consultant will submit the 90% contract documents to the City Plan Check department for review, answer comments, and revise documents as applicable. Consultant will prepare a memorandum summarizing the Plan Check comments and provide applicable revisions for each comment. Consultant will resubmit documents to City Plan Check if required. Consultant assumes a maximum of two submissions to City Plan Check will be required.

8.2 Headworks Improvements

This task includes development of drawings for civil, structural, mechanical, plumbing, yard piping, instrumentation, and electrical elements, as defined in Task 6. Technical specifications shall be prepared.

Improvements to be designed:
- New fiberglass covers in screening and grit removal structure
- New odor control system
- Enclose bar screen & conveyor areas

- New screen wall along north and west property areas

8.3 Aeration Basin Air Supply Improvements

This task includes development of drawings for demolition, structural, mechanical, and electrical modifications to replace diffusers and piping for one of two aeration basins. Drawings and technical specifications shall be prepared.

8.4 Anaerobic Digestion Improvements

This task includes development of drawings for civil, structural, mechanical, gas piping, instrumentation, and electrical elements, as defined in Task 6. Plans and Technical specifications shall be prepared. The City will undertake cleaning of Digesters 1 and 3.

Improvements to be designed:
- New Digester 2 cover, and associated gas and recirculation piping

8.5 Belt Filter Press Improvements

This task includes development of technical specifications, and City Contract Documents and Bid Packet for the belt filter press refurbishment or replacement as defined in Task 6. Technical specifications shall be prepared.

Improvements to be designed:

- Refurbish or replace two existing belt filter presses with remanufactured units

8.6 Inter-Stage Pump Station Improvements

This task includes development of drawings for civil, structural, mechanical, plumbing, yard piping, instrumentation, and electrical elements, as defined in Task 6. Technical specifications shall be prepared.

Improvements to be designed:
- Modify pumps, VFDs and flow metering
- Rehabilitate wet well concrete
- Upgrade control facility to meet building seismic code

8.7 Effluent Pump Station Improvements

This task includes development of drawings for civil, structural, mechanical, yard piping, instrumentation, and electrical elements, as defined in Task 6. Technical specifications shall be prepared.

Improvements to be designed:
- Rehabilitate 4 pumps, VFDs and valves in effluent pump station building
- Replace or rebuild low head effluent pump ("Big Red")
- Replace Gravity Line check valve and isolation valve
- Effluent Pump Engines cooling water piping
- Upgrade building to meet seismic code

8.8 Co-Generation Improvements

This task includes development of technical specifications, and City Contract Documents and Bid Packet for cogeneration system engine in-frame overhaul, as defined in Task 6. Technical specifications shall be prepared.

Improvements to be designed:

- Rebuild of one existing co-generator engine (in frame refurbishment of the engine)
- Generator Inspection

8.9 Emergency Generator And Main Electrical Building

This task includes development of drawings for civil, structural, mechanical, HVAC, plumbing, instrumentation, and electrical elements. Technical specifications shall be prepared.

Planned improvements include:

- Construct Main Electrical Building; new transformers; reroute electrical duct banks and run new cabling; new Automatic Transfer Switches.
- Install one (1) emergency standby generator
- This project will be accelerated due to recent failures

8.10 Motor Control Center (MCC) Replacement

Consultant will provide detailed design for upgrade and replacement of MCCs at various locations as required for the interim improvements.

Improvements to be designed:

- New motor control center (MCC) panels at 5 locations
- This project will be accelerated based on high risk of failures

8.11 SCADA System Upgrade

This task consists of detailed design for improvements to the SCADA system to improve control of the treatment processes.

Improvements to be designed:

- Install plant SCADA system (plant-wide) – PLCs and procurement package for Systems Integrator

8.12 Site Piping Improvements

This task includes detailed design of improvements to select site piping that has been unreliable and requires high maintenance.

Improvements to be designed include:

- 3WHP strainer and loop, cooling water piping and strainer, fire line loop.

8.13 Site Security Improvements

This task consists of detailed design for site security upgrades. Drawings and technical specifications shall be prepared.

Planned improvements include:

- New perimeter fence
- Electrically controlled security gates
- Plant Lighting Improvements
- Building Security Systems
- Building and Site Security Cameras
- Security Control System and Programming
- This project will be accelerated due to on-going security issues at the plant

8.14 Maintenance Storage Building

- This task consists of detailed design for a new 6000 square foot maintenance storage building, to replace existing building to make space for electrical building. Drawings and technical specifications shall be prepared. The new building will be a pre-fabricated metal building or equal with limited utilities and office space similar to the existing storage building.

- This project will be accelerated as part of the electrical improvements project.

9.0 DESIGN DEVELOPMENT OF PLANT CONVERSION AND UPGRADES (PHASE 3) (NOT AUTHORIZED)

This task will include conceptual design and preliminary design of the plant-wide conversion and upgrades associated with Phase 3 improvements.

The baseline design concept includes conversion of the North Area Treatment Facilities for the liquid process train from primary treatment through secondary treatment utilizing MBR technology. The baseline concept to be evaluated under this task is based on the City's current Capital Improvement Planning efforts, which form the basis of the Cost of Service Study used to establish rate projections for wastewater related services within the City's service area. The concept development will determine the overall needs for plant conversion and will evaluate optional equipment selection within certain treatment processes. The following is a summary outline of the baseline concept.

Preliminary Treatment / Headworks:

The baseline design concept includes the following Preliminary Treatment / Headworks Improvements:

- New Non-hazardous Waste Receiving Station with metering and screening systems.

Primary Treatment:

The baseline design concept includes the following Primary Treatment improvements:

- Demolition of primary clarifiers and Primary Building
- Removal of equipment, concrete, piping and electrical systems in old headworks and primary tanks area.
- Reroute piping and electrical systems

Secondary Treatment:

The baseline design concept includes the following Secondary Treatment improvements:

- Bio-tower Demolition: Remove superstructure, remove concrete below ground, reroute piping and electrical; restore grade

- Activated Sludge Tank (AST) Upgrades and Conversations:
  - Replace diffusers and add return sludge piping, aeration piping, gates and controls
  - Modify ASTs for MBR or other technology operation by partitioning Tanks and addition of internal recycle system
  - Convert ASTs 3 to 6 to flow equalization tanks by removing diffusers and adding flow equalization pumps

- Secondary Sedimentation Tanks (SSTs) Conversions and Upgrades:
  - Convert existing SSTs 3 to 12 to primary sedimentation tanks (PST) by installation of new clarifier mechanisms, primary sludge pumps, isolation gates and scum systems. Convert existing SST Effluent Channel to PST Influent Channel.
  - Prepare the remaining SSTs for conversation to new Membrane Bioreactor (MBR) or other Technology by demolition of existing secondary clarifiers 13 to 18 removal of SST equipment, re-routing piping and electrical, reinforcing walls of aeration basin, modify inlet and outlet channels
  - Convert existing SSTs 1 and 2 to Screening & Transfer Pump Station by Installation of new screen channels for primary effluent, conversion to flow equalization basin, and addition of transfer pumping and pipes

- Upgrades for New MBR or other treatment process technology:
  - Construct new tanks, channels, membranes and piping, pump gallery, pumps, cranes, roof and ventilation systems, aeration blowers for the new MBR or other treatment process technology
  - Construct new chemical systems, electrical room, SCADA system, effluent handling facilities

- Evaluate requirements for disinfection and effluent pumping

- Relocate Existing Primary Influent Piping: Connect to main header and re-route to influent channel of PSTs. Provide controls and valves as necessary for piping relocation

Solids Treatment:

The baseline design concept includes the following Solids Treatment improvements:

- Digesters 1 and 3 Rehabilitation:
  - Refurbishment or Replacement of existing gas/draft tube mixing systems
  - Digesters roof and concrete walls repair
  - Heat exchanger upgrades

- Sludge Thickening Facility Upgrades:
  - Demolish Dissolved Air Flotation Tank (DAFT) structures, gravity thickener tanks and chemical storage.
  - Construct new building with Rotating Drum Thickeners for primary sludge and Gravity Belt thickeners for waste secondary sludge

- Dewatering Facilities
  - Evaluate alternatives for long-term dewatering options for the upgraded treatment plant to include replacement of the belt filter presses with scroll centrifuges or screw presses.

- Class "A" Biosolids Treatment and Combined Sludge/Solids Waste Gasification Technologies

- FOG Receiving Station
  - Fats Oils Grease (FOG) receiving station with tank heaters and pumps for transfer of FOG to digesters

Electrical / Instrumentation Improvements:

The baseline concept includes the following Electrical / Instrumentation improvements:

- New North Electrical Building and New Motor Control Centers
- Site Electrical Improvements including cables, duct banks and wiring
- New Supervisory Control and Data Acquisition (SCADA) system: Replace plant-wide SCADA systems and PLCs with current technology. Reprogram all processes for new Plant Control System

Site Piping Replacements:

The baseline design concept includes replacement or construction of new process water piping loop, buried valves, fire line loop.

Buildings:

The baseline design concept includes improvements associated with the following buildings:

- Chemical Storage Building (assessment of chemical storage and handling needs as it pertains to new building requirements)
- Collection system maintenance building rehabilitation
- Administration building and laboratory rehabilitation
- Plant control center building rehabilitation
- Maintenance building rehabilitation

9.1 Conceptual Design And Phasing For Phase 3 Improvements

Consultant will provide conceptual design development for plant conversions and upgrades for years 6 through 10 (Phase 3). Consultant will investigate and identify requirements for plant conversion. This plan includes retirement or abandonment of existing processes that will not be incorporated into the upgraded treatment plant. The conceptual design process will include the following areas:

- Define general design criteria for unit processes (based on flow and loading projections from City Draft 2015 Integrated Water Resources Master Plan)
- Treatment process interface requirements during Phase 3 Improvements
- Treatment train preliminary process modeling
- Treatment train preliminary hydraulic modeling
- Construction phasing
- Maintenance of plant operations requirements
- Process equipment alternatives for select unit processes (maximum of three equipment alternatives)
    - Solids thickening alternatives for primary sludge will include in-tank thickening in the PSTs versus Rotary Drum Thickeners. Thickening for secondary sludge will be via Gravity Belt Thickeners.
    - Solids dewatering alternatives to include scroll centrifuges and screw presses
    - Primary effluent screening
    - Anaerobic digestion mixing
    - FOG receiving
    - Primary flow equalization lift pumping and mixing
    - Diffused aeration and blower system
    - MBR equipment
    - Effluent pumping
- Utility service, power distribution and standby power needs for proposed Phase 3 improvements
- Demolition and restoration planning for abandoned facilities
- Regulatory reporting and approval requirements to support Phase 3 improvements
- Identification of general start-up and acceptance testing requirements

9.2 Construction Cost Estimates And Life-Cycle Cost Analysis

Prepare construction cost estimates (Class 3 Estimate per AACEI standards) for the draft Conceptual Design and Phasing Report. Life-cycle analyses shall be prepared based on a 20-year Life Cycle for new and upgraded facilities.

9.3 Conceptual Design Workshops

Individual planning workshops will be held with the City at key project milestones during the Conceptual Design and Phasing effort. These workshops will be attended by the Consultant's Project Manager, lead investigators from the team and other technical staff as required. The workshops will be held at the OWTP. The following workshops are planned:

1. Initial Workshop – Key issues will be identified and discussed. The intent of the workshop is to identify plant staff objectives and any ongoing concerns that must be documented for developing the plant upgrades and conversions.

2. Conceptual Design and Phasing Workshop – This Workshop will occur approximately half way during the concept development phase.

9.4 Conceptual Design And Phasing Report

Consultant will summarize the results, conclusions and recommendations resulting from these investigations in a Conceptual Design and Phasing Report. The analysis will include sequencing and phasing of the project upgrades and process conversions.

The results of this investigation will be included in a Draft Conceptual Design and Phasing Report. Following the Review Workshop, the Draft report will be updated and a Final Conceptual Design and Phasing Report will be submitted to the City.

- Deliverables:
  - Draft Conceptual Design and Phasing Report
  - Final Conceptual Design and Phasing Report

9.5 Preliminary Design Development

This task consists of preliminary design of projects identified in Conceptual Design and Phasing Report prepared under Task 9.4 above.

Consultant will prepare a 30% Preliminary Design to develop requirements for construction of the Phase 3 improvements including associated appurtenant facilities, modifications to existing facilities and demolition/retirement of existing processes and tankage.

The 30% Preliminary Design Report will be submitted and presented to the City for review and discussion at a workshop that will be facilitated by Consultant. Consultant will incorporate the comments of the City, as deemed appropriate, and resubmit for approval prior to initiating Final Design of the Phase 3 improvements.

The Preliminary Design Report will contain where appropriate the following minimum information.

- **Introduction**

- **Process Description Overview** - Describing in general terms the major components and basic operations of the process areas associated with the Phase 3 improvements

- **Process And Equipment Sizing** - Describing in detail the preliminary sizing and number of facility improvement components including structures, piping, mechanical, electrical and support equipment, including listing the manufacturers and model numbers of the equipment, and including manufacturer cut sheets and performance curves for all major pieces of equipment.

- **Hydraulic Profile** – Provide a preliminary hydraulic profile for the liquid treatment train identified in the Conceptual Design Report.

- **Site Plan** – Provide a preliminary site plan showing proposed modifications to unit processes, demolition areas, new buildings, existing and modified roadways/paved areas and major process piping alignments.

- **Process Control Descriptions** - Describing in appropriate detail where appropriate the control procedure to be employed for each unit process, including how equipment will be operated and controlled, where and how status and alarm conditions will be annunciated. Provide a process and instrumentation schematic for the areas covered in the Conceptual Design Report,

- **Electrical Distribution** – Provide a general description of utility service distribution network within the plant including primary power feeds and transformers. Identify SCE coordination requirements needed for primary power service upgrades/improvements. Provide preliminary sizing and layout of standby power generating facilities. Develop preliminary one-line electrical diagram(s).

- **SCADA System General Descriptions** – Provide a general description of the SCADA system architecture, network communication protocols, preliminary list and content of graphic screens, preliminary list of PLCs/field devices, general description of data storage requirements and report generation.

- **Special Construction Requirements And Constraints** - Describing in detail special construction requirements and constraints required to minimize the impacts of construction on continuous and safe operation of existing facilities.

- **Process Layout** - Providing a preliminary layout of all processes and equipment for the area covered in the Conceptual Design Report including existing facilities and structures to be relocated, modified, and/or connected. Also including process and support equipment, to be incorporated into the design.

- **Construction Packaging** - This analysis will determine sequencing and packaging of the Phase 3 elements into specific final design and construction packages.

- **Regulatory Compliance** – Prepare preliminary regulatory compliance plan outlining the approach to satisfying permitting and other regulatory compliance requirements associated with the design, construction and start-up of the Phase 3 improvements. Preparation of permit applications is not included under this task.

9.6 Update Of Construction Cost Estimates

Revise construction cost estimates prepared in Task 9 to reflect the results of the Preliminary Design effort. Estimates will be an update of the Class 3 Estimate per AACEI standards.

9.7 30% Preliminary Design Report

Consultant will undertake and complete all preliminary design tasks as identified herein and summarize the results, conclusions and recommendations resulting from these investigations and a recommendation for construction phasing in a 30% Preliminary Design Report. The report will also provide recommendations regarding the areas to be packaged for individual construction bid requests to be issued by the City. The 30% Preliminary Design Report will form the basis of Final Design of Phase 3 improvements.

9.8 Preliminary Design Workshops

Individual Preliminary Design workshops will be held with the City at key project milestones during the Preliminary Design phase. These workshops will be attended by the Consultant's Project Manager, lead designers from the team and other technical staff as required. Each Workshop is anticipated to be approximately one half day in duration. The workshops will be held at the OWTP. The following workshops are anticipated:

1. Initial Workshop – Key issues will be identified and discussed. The intent of the workshop is to identify plant staff objectives and any ongoing concerns that must be documented for the preliminary and final design efforts.

2. Intermediate Workshop – This Workshop will occur approximately half way during the preliminary design phase. Consultant will update the project team on the progress of the preliminary design effort. The direction of the analyses will be confirmed or re-established ahead of the preparation of the Draft 30% Preliminary Design Report.

3. Draft Preliminary Design Report Review Workshop – Two weeks after delivery of the 30% Preliminary Design Report, the Consultant will lead the Preliminary Design Report Review Workshop. The recommended final design packages, final design budget requirements, schedule, and opinions of probable improvement project cost will also be reviewed. Subsequent to the Workshop, Consultant will prepare a Final 30% Preliminary Design Report for approval by the City prior to initiating the Final Design of Phase 3 improvements.

- Deliverables:
  - Final 30% Preliminary Design Report

10.0 PILOT STUDY COORDINATION (NOT AUTHORIZED)

This task includes coordination of a small scale pilot study to test the viability of the Membrane Bioreactor Process for the Oxnard Wastewater Treatment Plant (OWTP). The design parameters developed from this study will be used in determining pretreatment requirements, aeration system capacity, membrane configuration and disinfection requirements.

10.1 Alternatives Analysis – Membrane Options

Several alternative membrane systems are available – hollow fiber, flat sheet and hybrid designs. Each of these systems has a different configuration and requires different hydraulics. An evaluation of alternatives will screen these options for further consideration in the pilot study. This will include site visits to California treatment plants employing the various technologies. Based on these investigations, a summary report of recommendations for pilot study options will be prepared. It is intended that a maximum of two different technologies will proceed to pilot study, if their configurations are compatible with the existing tanks.

- Deliverables:
  - Memorandum – Membrane Options

10.2 Pilot Study Development

A pilot study protocol will be developed to establish the operating parameters, staging, feed requirements, and testing procedures. The protocol will be reviewed in a pilot study workshop, to get concurrence on siting, use of plant facilities, utility requirements, provision for and return of plant flows, and plant staff involvement. A maximum of two different pilot units, concurrently, will be studied for up to 6 weeks.

- Deliverables:
  - Pilot Study Plan and Protocols

10.3 Vendor Selection

Consultant will prepare a Request for Proposals for the City to issue to prospective membrane suppliers. The RFP will define City responsibilities, Vendor responsibilities and services, site constraints for installation of the pilot units, size of pilot plant, City services and availability of plant utilities for connection and use by Vendor, and full monitoring, sampling and reporting requirements for the vendor.

Suppliers who have available pilot units, which can be staged at the plant for a minimum of two months, will be considered.

The City will contract with the vendors directly. The procurement contract will include waivers of liability for the City, its plant staff and security. Terms will be reviewed with the City before authorization.

10.4 Construction and Field Oversight

Consultant will provide oversight of the pilot study. Staff will meet with the vendor(s), identify the timing and protocols and coordinate with plant staff.

Schedule will be coordinated for least interference on plant operations. A memorandum of the completed installation and work plan will be prepared for review before any pilot work begins.

Consultant will oversee vendor's demobilization and cleanup efforts to restore conditions of the site.

10.5 Testing and Data Analysis

Consultant shall coordinate monitoring and sampling. Each pilot unit will be monitored for multiple parameters daily, including operating parameters (MLSS, oxygen, recirculation rates, wasting rates), and performance parameters (Influent BOD and COD, Effluent BOD and COD, influent and effluent Ammonia, waste sludge production, permeability and trans-membrane pressure). The sampling and testing program will be provided by the vendors, as approved by City staff.

10.6 Progress Meetings

Progress meetings will be held periodically with membrane vendors, City staff and Consultant staff. An initial kickoff meeting will be held to discuss protocols, use of the site and utilities, coordination of operations and sampling, performance requirements and other logistics. Meetings are planned at three times during the pilot study field work, attended by key staff.

- Deliverables:
  - Meeting Minutes

10.7 Pilot Study Report

Following the field work, results of operation and sampling will be compiled in a pilot study report by the vendor. The consultant will review the report, which will include design parameters and recommendations of membrane bioreactor configuration. Preliminary selection of membrane media (hollow fiber, flat sheet or hybrid) will be recommended, in conjunction with wastewater division staff.

- Deliverables:
  - Draft Report – MBR Pilot Study
  - Final Report – MBR Pilot Study

11.0 FINAL DESIGN OF PLANT CONVERSIONS AND UPGRADES OF PHASE 3 IMPROVEMENTS (NOT AUTHORIZED)

This task includes detailed design of process conversion and process upgrades for projects that will be implemented in Phase 3. The detailed design tasks are outlined in this section.

11.1 Design Meetings

For each Package, Consultant has included two (2) design meetings as part of the scope of services. The Workshops are included at the following Milestones:

- 60% Design Submittal
- 90% Design Submittal

Further coordination of design efforts will be done during the regular monthly meetings.

Consultant will prepare and distribute meeting agendas two days prior to scheduled meetings and also record and distribute meeting minutes to all attendees no later than five days following the meeting. The meeting minutes will document the discussions and decisions made.

- Deliverables:
  - Meeting Agendas
  - Meeting Minutes

11.2 Bid Documents (Plans And Specifications)

Following completion of the PDR documents, Consultant will proceed with detailed design preparation as follows:

Submittal	Drawings	Specifications	Opinion of Cost	No. of Copies
60%	Plans, Sections, and Most Details for all disciplines	Draft	Updated	PDF, Word, and 10 hard copies
90%	All	Final Draft	Updated	PDF, Word, and 10 hard copies
FINAL	Bid ready	Bid Ready	Final	PDF and Word 1 Bound 1 Unbound for reproduction

Drawings will be prepared at 24" x 36" sheet size with 22" x 34" trim lines (for half size printing to 11" x 17").

Consultant shall prepare Technical Specifications based on the City's standard format, and shall reference the Standard Specifications for Public Works Construction (SSPWC) and any other applicable standards with supplements.

- Deliverables:
  - 60% Progress Package as defined above.
  - 90% Progress Package as defined above.
  - Final Bid Ready Package as defined above.

11.3 Engineer's Opinion Of Probable Construction Cost

Prepare opinion of probable construction costs (Class 2 estimate per AAECI) at the 60 percent and FINAL completion stages.

- Deliverables:
  - 60% Construction Cost Opinion.
  - 90% Construction Cost Opinion.
  - Final Construction Cost Opinion.

11.4 Constructability Review

At the 90% design completion stage, Consultant will perform a constructability, startup, and commissioning review including the following:

- Review of Agreement, General Conditions and General Requirements for inclusion of additional contract requirements for procedural issues and responsibilities for submittals, schedule, payment and change order procedures, quality control, protection of the environment, safety, and project closeout.
- Review of construction sequencing.
- Plan startup and commissioning activities.
- Specified quality control and testing requirements and responsibilities of the Contractor.
- Consideration of special limitations imposed by the site.
- Specifications that adequately relate to the plans and are not unnecessarily restrictive.
- Potential physical conflicts on the plans and conflicts between specifications and the plans.

- Deliverables:
  - Prepare one redlined set of plans, specifications, and schedule summary with comments.
  - Prepare Summary of Findings Report, including Startup and Commissioning Plan.

11.5 Coordination With City Plan Check Department

The Consultant will submit the 90% contract documents to the City Plan Check department for review, answer comments, and revise documents as applicable. Consultant will prepare a memorandum summarizing the Plan Check comments and provide applicable revisions for each comment. Consultant will resubmit documents to City Plan Check if required. Consultant assumes a maximum of two submissions to City Plan Check will be required.

12.0 BID PHASE ASSISTANCE (AUTHORIZED)

Procurement Services include support for several bid packages. The Procurement assistance will be carried for Phases 1 and 2 as identified in CIP including:

Phase 1 – Emergency Repairs projects to be implemented in Phase 1 (4 bid packages).
Phase 2 – Reliability Improvements projects to be implemented in Phase 2 (3 bid packages).
Phase 3 – Plant Conversion and upgrade projects implemented in Phase 3 (up to 3 bid packages) **(NOT AUTHORIZED)**

12.1 Attend Pre-Bid Conference

Consultant will assist the City in holding pre-bid conferences and jobsite tours. Consultant will issue meeting summaries including items discussed at the pre-bid conference. Up to 2 consultant representatives will be in attendance.

12.2 Respond To Bidders And Prepare Addenda

Consultant will assist the City with responding to bidder's questions and distribute addenda to the construction package. Addenda, if any, will be issued no later than five working days prior to the scheduled bid opening. Consultant will compile technical responses and addenda. Consultant's fee anticipates up to two (2) addenda per construction package, if required.

12.3 Attend Bid Openings And Review Bids

Consultant (up to 2 representatives) will attend one bid opening for each construction package at the City and review the bids (received by the City) to identify responsive and responsible bidders. Consultant will assist the City in evaluating bids and contacting references for the low bidder as well as review and tabulate bid results.

12.4 Prepare Conformed Plans And Specifications

Consultant will incorporate addenda items into a conformed set of drawings and specifications for each construction package, which will be the construction documents for the Contractor. Provide one electronic copy of the conformed documents to the City.

13.0 ENGINEERING SERVICES DURING CONSTRUCTION (AUTHORIZED)

Post design services will be carried out for the Phases 1 and 2 as identified in CIP including:

Phase 1 – Emergency Repairs projects to be implemented in Phase 1
Phase 2 – Reliability Improvements projects to be implemented in Phase 2
Phase 3 – Plant Conversion and upgrade projects implemented in Phase 3 **(NOT AUTHORIZED)**

The following construction packages, magnitude of cost and durations were assumed for the scope and level of effort for Amendment 2.

Project	Estimated Capital Cost	Anticipated Construction Duration, months
1	$810,000	6
2	$2,670,000	12
3	$1,000,000	6
4	$15,010,000	18
5	$405,000	6
6	$23,213,499	18
7	$4,946,500	12

The schedule summarizes the construction sequences and durations assumed for this proposal. The City of Oxnard will implement a centralized document and change management system for the Program. Accordingly, all submittals and deliverables indicated herein shall be transmitted electronically (e.g., Adobe Acrobat), unless otherwise indicated.

13.1 Conferences And Meetings

13.1.1 Preconstruction Conferences

Up to 2 of the Consultant's design engineers shall attend and support pre-construction conferences for each construction package with the Field Representative, the City, involved agencies, utilities, and the Contractor's team as they prepare to mobilize for the project.

13.1.2 Weekly Progress Meetings as Needed

Consultant design engineers and other pertinent staff will attend weekly progress meetings on-site by conference call for each construction package with the Contractor, Construction Manager, permit agencies (if applicable) when/as needed. For planning and fee estimating purposes Consultant estimated attending up to 123 weekly progress meetings.

13.2 Change Orders

Consultant will support Construction Manager in preparing and investigating proposed change orders submitted by the Contractor or requested by the City and/or its consultants. For planning and fee estimating purposes Consultant estimated a total of 15 change orders.

13.3 Request For Information (RFIs)

Review, coordinate with the Construction Manager, and respond to Contractor's Requests for Information (RFIs). When appropriate, recommendations, suggestions and alternatives shall be provided to the Contractor and/or the City. Provide clarifications in the form of responses and details as necessary. For planning and fee estimating purposes Consultant estimated a total of 323 RFI's.

13.4 Engineer's Clarifications

Consultant will provide design clarifications and details as necessary to respond to field conditions. Clarifications may include design drawing revisions, additional details or alternative equipment evaluations to resolve field conditions. For planning and fee estimating purposes Consultant estimated a total of 102 clarifications.

13.5 Submittals

Consultant will review Contractor submittals. After completion of the review, Consultant will return submittal to the field representative and distribution to the Contractor and City. For planning and fee estimating purposes Consultant estimated a total of 245 submittals.

13.6 Technical Support During Contractors Startup / Testing

Consultant will review and comment on detailed testing and startup plans prepared by the Contractor. Consultant will review startup and test reports provided by the contractor.

13.7 Punch List

Consultant will work with the City and Construction Manager (CM) on the final punch list. Punch lists will be developed by the CM for each segment of work after the Contractor attains substantial completion. Consultant will conduct a final project review for each construction package with the City and submit a recommendation for project acceptance.

13.8 As-Built Drawings

Contractor will maintain a set of as-built drawings for each construction package during construction. Consultant will review the contractor's as-built drawings monthly to verify that changes are being documented. Consultant will collect as-built drawings from the contractor at project completion and complete final set of as-built drawings.

13.9 Materials Testing Services and Specialty Inspections

Contractors will coordinate special inspection and testing. Consultant will monitor the contractor's compliance with the specified tests and frequency. Consultant will review the results of all materials testing inspections and will make recommendations for acceptance of work or notify the Contractor of deficiencies.

14.0 POST DESIGN SERVICES (NOT AUTHORIZED)

15.0 STARTUP, COMMISSIONING AND TRAINING SERVICES (AUTHORIZED)

Phase 1 – Emergency Repairs projects to be implemented in Phase 1
Phase 2 – Reliability Improvements projects to be implemented in Phase 2 **(NOT AUTHORIZED)**
Phase 3 – Plant Conversion and upgrade projects implemented in Phase 3 **(NOT AUTHORIZED)**

15.1 Review Operations And Maintenance Manuals Provided By Contractors

The Consultant will review operations and maintenance (O&M) manuals for the new facilities and new equipment, as provided by the Contractor

15.2 Startup Services

Consultant will review the Contractor's testing results prior to the startup and commissioning of the improvements by City Staff.

15.3 Coordinate Manufacturer Training

Consultant will review training program of manufacturers and systems integrators. Review and coordination will include training schedule, classroom and hands-on training program, and coordination with operations.

16.0 POST CONSTRUCTION SERVICES (AUTHORIZED)

Post-construction services will be carried out for the Phase 1 projects only as follows:

Phase 1 – Emergency Repairs projects to be implemented in Phase 1
Phase 2 – Reliability Improvements projects to be implemented in Phase 2 **(NOT AUTHORIZED)**
Phase 3 – Plant Conversion and upgrade projects implemented in Phase 3 **(NOT AUTHORIZED)**

16.1 Final Project Review

Conduct final project review for each construction package with the City and submit a recommendation for project acceptance.

16.2 Final Report

Prepare final report of testing records for each construction package and submit to City.

16.3 Final Submittal Package

Compile a final submittal package (field records) for each construction package and submit to City.

WATER PROJECTS
SCOPE OF SERVICES
EXHIBIT A

The scope will be performed in two or more phases. Phase 1 includes the tasks needed immediately including technical support of the Water Division operations, maintenance and administration. In addition, Phase I includes support in addressing key operational upgrades that present increased risk or impede efficient operation. Phase 1 will further refine the scope and priorities for future phases. Future phases shall be authorized through amendment(s).

Task 0 – Program Management Phase 1 $173,772
(Estimated future authorization(s) $132,028)

Consultant's Project Manager will provide the following functions, in accordance with this scope of services:

Subtask 0.1 Prepare Project Charter

Includes facilitation of a half-day partnering workshop; attendees will include all stakeholders, including operations, management and engineering staff.

- Deliverables: Results from the workshop will be documented in a Project Charter and distributed to the team.

Subtask 0.2 Prepare Project Plan

The Project Work Plan will define how the water operations support will proceed and will include tasks such as Consultant staffing assignment, communication protocol, deliverables, task leaders, goals and an anticipated project schedule. Effort includes a staff survey to develop a list of needs and prioritize actions.

- Deliverables: Project Work Plan

Subtask 0.3 Prepare Monthly Progress Reports and Earned Value Analysis

Monthly progress reports will include summary of tasks completed, ongoing tasks, data requests, earned value analysis and work scheduled for following month. Reports will be submitted with monthly invoices.

- Deliverables: Monthly reports (24 total). Phase 1 is for 12 months and Phase 2 is for 12 months.

Subtask 0.4 Project Management and QA/QC Coordination

This task includes coordination with the City and the project team, and quality control review. Overall project management, which includes supervision of in-house staff, planning and monitoring of contract budget and schedule, and coordination with the City and its other consultants, will be conducted by Consultant's Project Manager.

'rovide senior technical review and implement quality assurance and quality control (QA/QC) neasures throughout the project. QA/QC procedures ensure all work products provided to the :ity follow strict adherence to industry design standards.

'hase 1 is for 12 months and Phase 2 is for 12 months.

Task 1 - Plant Operations Coordination Phase 1 $170,996
(Estimated Future authorization(s) $170,996)

:onsultant will provide support to the Water Operations staff, by providing the following tasks.

ubtask 1.1 Project/Agency Meetings

'rovide support as directed by City staff for the following meetings. For each meeting attended y Consultant, with City staff, provide a summary of discussion items and actions, log lectronically in City files and distribute to internal City management. The total of meetings will ot exceed one 2-hour meeting per week.

1. United Water Conservation District coordination related to Oxnard Hueneme pipeline.
2. Calleguas Municipal Water District coordination related to imported water.
3. Fox Canyon Groundwater Management Agency coordination related to groundwater.
4. Watershed Coalition of Ventura County.
5. Bi-weekly meetings with Master Plan consultant.
6. Miscellaneous meetings with other agencies, developers, customers, City staff and/or others as directed by the City Project Manager.

- Deliverables: Meeting notes will be delivered in PDF format and saved in an electronic folder, as defined in the Project Work Plan. Hard copies will be maintained in a **Project/Agency Meetings** Binder, tabulated by organization/agency, and maintained at the Water Campus.

ubtask 1.2 Management Meetings

ttend the following meetings associated with management of the Water Division, including versight of staff, operations and coordination with City management. For each meeting, rovide a summary of discussion items and actions, log electronically in City files and distribute internal City management. The total of meetings will not exceed one 2-hour meeting per veek.

1. Bi-weekly Chief Distribution and Chief Operations coordination meetings.

2. Bi-Weekly Senior/Supervisor meetings
3. Weekly meetings with Utilities Director

- Deliverables: Meeting notes will be delivered in PDF format and saved in an electronic folder, as defined in the Project Work Plan. Hard copies will be maintained in a **Management Meetings** binder, tabulated by meeting type noted above, and maintained at the Water Campus.

ubtask 1.3 Operations Support

onsultant will provide support to Water Division staff as defined in the categories below for a ıonthly average not to exceed 12 hours per week based on a Monday through Friday work week ıssumed 52 weeks Phase 1 and 52 weeks Phase 2). The noted 12 hours may include effort from ıultiple supporting staff as required by the specific task. These services include supporting City aff with the following tasks:

ask	Scope	Time Limit
1	Division Goals - Participate in the development, implementation and maintenance of the water department/division goals, objectives, policies and procedures; work with City staff to help ensure that department/division goals are achieved.	3 mo.
2	Project Development - Assist in the planning, coordination and review of the work plan for assigned projects and responsibilities which may include establishing maintenance schedule, filing necessary reports and maintenance of records; make recommendations as applicable; provide support in the administrative and technical direction given to operational staff.	6 mo.
3	Budget Development - Participate in the development of the Water Division budget; participate in the forecast of necessary funds for staffing, materials and supplies; discuss and assist with the resolution of budget issues with appropriate staff; assist with adjustment implementations as needed.	Monthly Audit, End FY
4	Program Development - In concert with City staff, propose, present and support the justification of divisional programs, projects, operations and services; support City staff in developing a strategy and work plan for the successful achievement of department/division and project goals.	Set up SOP within 9 mo.
5	Division Coordination - Serve as resource for the Water Division, coordinate divisional activates with other divisions, departments and organizations; provide information and resources to City officials, departments and other organizations as appropriate.	6 mo.

6	Technical Assistance - Provide staff assistance and technical support to the Water Division and other departments/divisions; conduct financial, organizational and operational service delivery studies, in concert with City staff. Assist in the preparation and presentation of staff reports and other necessary documents or correspondence to appropriate boards, groups and/or committees.	Ongoing
7	Operations Support - Provide management support for activities, operations and services of the City Water Division. Help assure that all applicable laws and regulations are met. Review, analyze, comment and make recommendations on facility operations and operational change: Document Standard Operating Procedures, based on input from Operations staff.	Ongoing
8	Community Involvement - Attend and participate in organizational and community meetings; stay current on issues relative to the field of water treatment and distribution. Assist City staff in the resolution of community and organizational inquiries and complaints.	As needed, min. 1/mo.

- Deliverables: Efforts associated with these tasks will be recorded in a **Management and Support Binder,** tabulated on the eight major tasks above. The binder will be maintained at the City Water Campus. Electronic files will be stored in accordance with the Project Work Plan.

pon City's 10 day notice to Consultant of the hiring of a Water Division Manager, Subtask 1.3 ill be phased out over an appropriate time frame determined by the City.

ask 2 - Water Resources Management Phase 1 $109,318
(Estimated Future authorization(s) $305,388)

ubtask 2.1 Water Conservation Program Support

onsultant will provide support related to water conservation efforts as described in this scope. ıase 1 includes approximately 390 hours to support the following functions; Phase 2 includes proximately 390 hours to continue supporting the following functions (excludes Item 1):

1. Review the 2010 Water Conservation Plan and prepare a Technical Memorandum with the following sections:
    - Review progress to date
    - Set up action plan assigning City resources
2. Attend meetings with City staff related to Water Conservation, assumed bi-weekly (26 total).
3. Provide oversight and management of Water Conservation grant pursuits and implementation.

4. Review existing reports related to Water Conservation and provide recommendations for additional efforts.

5. Provide monthly updates on Water Conservation opportunities (i.e. grants, programs, industry updates).

6. Provide support in developing CIP related to Water Conservation.

7. Attend functions related to Water Conservation, representing the City Water Division. Provide written documentation of findings and recommended actions.

- Deliverables: Efforts associated with these tasks will be recorded in a **Water Conservation** Binder, tabulated on the six major tasks above. The binder will be maintained at the Water Campus. Electronic files will be stored in accordance with the Project Work Plan.

ubtask 2.2 Water Supply Management

onsultant will review existing data and file keeping for water supply resources and use, and evelop a technical memorandum with the following:

1. Water Supply Background – Report search for documents associated with Oxnard water supply, including reports related to source descriptions, analysis, and background related to groundwater. Collect source documents and store electronically with City. Provide reference to file storage. Report will include reference to documents and brief description of said documents.

2. Water Supply Ongoing Activities - Overview of activities related to water supply management, including meetings required with groundwater management agencies, user groups and other; data collection; reporting requirements and analysis. Provide schedule and actions associated with activities.

3. Scenario Analysis - Develop and analyze scenarios, up to five, related to changing water supply, including reductions in groundwater and development of alternative water supplies (i.e. Indirect Potable Reuse or seawater desalination). A cost loaded Excel spreadsheet tool will be developed for analysis. Provide summary of results of various scenarios and related actions to each. This task includes a meeting with City staff to develop scenarios and desired functions for spreadsheet tool.

4. Recommendations - Provide recommendations for process related to ongoing activities, including staff time, key staff to include, tracking discussions/actions and include a description for each action related to the need/interest for City participation in these actions.

rvices related to ongoing activities, including record keeping of activities and log of actions, ll be by City staff

- Deliverables: Excel spreadsheet tool, used for scenario analysis, will be provided. PDF Technical Memorandum will be delivered to the City for review and comment; a final

version will be created and delivered in PDF format. The PDF will be stored electronically with the City in accordance with the Work Plan. A hard copy will be provided in a binder labeled Water Supply Management, and maintained in accordance with the recommendations provided in the Technical Memorandum. The binder will be stored at the City Water Campus.

CONSULTANT WILL UNDERTAKE THE FOLLOWING AS PART OF FUTURE PHASE(S) OF TASK 2:

Subtask 2.3 Water Quality Management

Consultant will review existing data and file keeping related to City water quality. Develop a technical memorandum with the following:

1. Water Quality Background – Report search for documents associated with Oxnard water quality, including reports related to source water quality, analysis, and background related to groundwater. Collect source documents and store electronically with City. Provide reference to file storage. Report will include reference to documents and brief description of said documents.

2. Record Keeping – Summarize current record keeping and analysis related to water quality. Include discussion of required items per California Department of Public Health, such as distribution sampling and updating of Public Health Goals.

3. Target Blending Strategy for Current Goals – Overview of current water quality goals for distribution water. Comparison to surrounding agencies and California Department of Public Health primary and secondary limits. Discussion of historical water quality and water quality goals.

4. Scenario Analysis - Develop and analyze scenarios, up to five, related to varying water quality, including impacts on available and future water supplies. A cost loaded Excel spreadsheet tool will be developed for analysis. Each scenario will provide a cost impact for a one year period. Description of issues and benefits for each will be provided. This task includes a meeting with City staff to develop scenarios and desired functions for spreadsheet tool.

5. System Modifications – Provide an analysis of options for improving water quality, related to chemical addition (i.e. fluoride not needed), flushing, and instrumentation/ monitoring/sampling.

6. Recommendations - Provide recommendations for changes to water quality, record keeping, sampling operations, system operation, monitoring and potential phasing of changes. Costs and staff time associated with each recommendation will be considered.

Services related to ongoing activities, including record keeping of activities and log of actions, will be by City staff.

- Deliverables: Excel spreadsheet tool, used for scenario analysis, will be provided. PDF Technical Memorandum will be delivered to the City for review and comment; a final

version will be created and delivered in PDF format. The PDF will be stored electronically with the City in accordance with the Work Plan. A hard copy will be provided in a binder labeled Water Quality Management, and maintained in accordance with the recommendations provided in the Technical Memorandum. The binder will be stored at the City Water Campus.

ubtask 2.4 Update Water Conservation Plan

)evelop an update to the 2010 Water Conservation Plan. Sections will include the following:

1. Introduction and Approach
2. Oxnard Market Analysis
3. Market Opportunities
4. The Stakeholder Process and Potential Program Concepts
5. Conservation Programs and Implementation Plan

:ffort includes five (5) meetings with City staff.

)eliverables: Prepare a draft for review by the City. Attend a draft review meeting to review omments by City staff. Provide updates to the draft and deliver a final PDF and 10 hard copies f the final report.

ubtask 2.5 Update Public Health Goals

'ursuant to the California Health and Safety Code, Section 116470, the City of Oxnard is equired to prepare a Drinking Water Public Health Goals Report every three years. The last eport was prepared in 2013, which mandates that a new report be provided in 2016, with the ffort to start in 2015.

Consultant will review the 2013 Public Health Goals Report and update based on information ollected from the City and the requirements of the Department of Public Health and California Iealth and Safety Code, Section 116470(b). The report will include the following sections:

1. Executive Summary
2. Introduction
3. City of Oxnard Water Sources
4. Comparison of Notification Levels (formerly Action Levels), Maximum Contaminant Level Goal, Public Health Goals, and Maximum Contaminant Levels to Detected Levels of Constituents
5. Updates on health effects information and treatment technology improvements since 2010
6. Updated Treatment Options and Costs
7. Recommendations for Further Action

hree (3) meetings are included as part of the scope of services.

- Deliverables: Five (5) copies of the Draft Report will be submitted for the City's review. A meeting/ workshop will be held to obtain input from the City and receive comments on the draft Report. Following receipt of the City's comments on the draft document, advance the draft Report and provide five (5) copies of the Pre-Final Report for City to review integration of comments and confirm for final printing. Following receipt of the City's comments on the pre-final document, produce twenty-five (25) copies of the final report and distribute as directed by the City.

ubtask 2.6 Update Landscape Standards and Landscape Audits

.eview existing potable water landscape standards, to be provided in CAD format, and previous fforts related to updating. Provide support in updating and finalizing the potable water ındscape standards.

rovide up to 150 hours of onsite staff support for completion of irrigation site audit(s) for large rigation customers.

- Deliverables: Updated potable water landscape standards and audit report(s).

'ask 3 – Permitting Phase 1 $36,588
(Estimated future authorization(s) $88,399)

'ask 3.1 Regulatory Status Assessment

onduct a regulatory status assessment to establish the current status and regulatory position for ach permit and environmental agreement associated with Water Division operations and the alifornia Department of Public Health and Ventura County Department of Public Health. lentify permitting deficiencies & develop a strategy and implementation plan to expeditiously ddress deficiencies.

- Deliverables: Provide a technical memorandum summarizing the permits, ongoing actions/updates, upcoming permits, City staff position assigned, required consultant tasks and budget/hours required annually by City/consultant staff for required efforts. Technical memorandum includes a draft, draft review meeting and final version.

ONSULTANT WILL UNDERTAKE THE FOLLOWING AS PART OF FUTURE HASE(S) OF TASK 3:

ask 3.2 Regulatory Meetings

articipate in meetings and communications with regulatory agencies (3 meetings/10 hrs for ansportation, attendance and meeting notes)

- Deliverables: Meeting notes for three (3) regulatory meetings.

ısk 3.3 Environmental Management System

ısist the City in the development of an Environmental Management System (EMS). In operation with City staff, develop a comprehensive management tool to track, budget and ıplement periodic tests, manage data, establish calculation methods, assess external resources, ınage compliance reports and permit renewals. In concert with City staff, update, augment d/or develop regulatory oversight procedures. Regulatory monitoring and administrative ɔcedures will be tied into EMS.

- Deliverables: Environmental Management System tool.

ısk 4 – Plant Optimization Phase 1 $526,896
(Estimated future authorization(s) $1,042,600)

.e following tasks are related to plant and system optimization, development of maintenance d capital improvement projects, updating the computerized maintenance management system d development of technical memorandums and reports related to immediate improvement/ ɔlacement needs.

btask 4.1 Blending Station No. 1 Optimization Study

sess existing facility and develop Technical Memorandum covering the following areas:

1. Background – Provide an overview of facility and current operation.
2. Current deficiencies – Following site investigation, review of previous studies, and interviews with staff, develop a list of deficiencies/improvements, including cost, impact of not addressing or benefit of improving.
3. Hydraulic Analysis (Water and Brine) – Analyze hydraulic constraints at discharge point for both blended water and brine discharge. Develop concepts for required improvements or facility modifications. This may include use of Blending Station No. 6, increasing distribution piping, brine line or expansion of brine discharge to two separate trunk sewers (i.e. Central and Rose).
4. Expansion Drivers – Provide a discussion on potential drivers for expansion, including increase in water demand, available water credits, increased use of groundwater, or less expensive source of water.
5. Expansion Requirements – Provide a summary of major elements required for expansion, including wells, Reverse Osmosis (RO) system, brine discharge, Blending Station No. 6, booster pumps, chemical systems, electrical, cartridge filter and other key components. A summary of required studies and implementation schedule will be provided.
6. Cost Analysis and Schedule – Provide a conceptual cost estimate and return on investment for expansion, including development of cost of water of Desalter blended water versus imported water. Provide present day value analysis of using imported water versus expanded desalter water. Include a schedule for implementation and a 10 year CIP.

7. Recommendations and Alternatives for future Consideration

➢ Deliverables: Provide a draft in PDF format. Following review with City staff, develop and submit a final PDF.

btask 4.2 Blending Station No. 7

pare a Technical Memorandum describing the potential use of a Blending Station No. 7, luding water supply infrastructure, hydraulic impacts, avoided infrastructure improvements ociated with the new project, expected demand, cost, and schedule. The Technical morandum will include schematics and conceptual siting/layout.

➢ Deliverables: Provide a draft in PDF format. Following review with City staff, develop and submit a final PDF.

btask 4.3 Automated Meter Reading (AMR) Device Replacement

existing system is reaching the end of its useful life and has experienced multiple failures. pare a Technical Memorandum with the following sections/tasks:

- Background – Overview of existing system. Status of current condition.
- Alternatives Analysis – Summarize options, including cost and benefit of each. Facilitate presentations by vendors with City staff. Provide technical support in comparing alternatives and addressing Operator concerns. Review latest technology advances and review of cost changes. Review technology add-ins for phased implementation if deemed financially beneficial.
- Recommendation – Include recommendation, implementation steps, quantify labor savings associated with implementing replacement. Project Return of Investment (ROI) for AMR replacement program.
- Procurement Support – Provide support in developing a Request for Proposal (RFP) for replacement of existing meters and integration.

se efforts identified above are included in Phase 1.

Phase 2, Consultant will oversee implementation of the AMR Replacement program owing approval of Technical Memorandum. Efforts assumed to include 300 hours of staff e. Consultant will coordinate efforts with Master Plan consultant.

➢ Deliverables: Report will include a draft and final. Consultant will provide three meetings, including kick-off, alternatives analysis and draft review.

ıbtask 4.4 Bypass Pipe Survey

:view previous efforts related to survey of existing 3-inch and greater meters/bypass. Develop ındard checking procedures, schedule, documentation protocol, labor requirements associated :th efforts and estimate savings of program. Prioritize by customer water use. Project ROI for ogram implementation.

- Deliverables: Letter documenting task, results, actions and savings.

ıbtask 4.5 Spare Parts/Maintenance

ıses current critical spare parts inventory only with long lead time and can lead to a significant stem failure causing a permit violation, health and safety impact, etc. Assess current ıintenance practices. Develop prioritized list of spare parts and associated costs. Recommend ocurement method and implementation schedule. Identify opportunities for utilizing existing ty resources for maintenance needs. Provide inventory/maintenance practices and procedures.

- Deliverables: Technical Memorandum documenting task, results, actions and savings.

ıbtask 4.6 Emergency Project Implementation

ıe City of Oxnard has identified multiple systems, nearing or at failure, which require ımediate attention. In support of optimizing the City's water system, Consultant will provide :hnical support in development of corrective actions. Consultant will provide development of ocurement documents, bid support and construction phase support. Since emergency type ojects may not be fully defined, approximately 2,280 hours are provided for projects as need ise; Phase 1 includes 1,140 hours and Phase 2 includes 1,140 hours. Scope and fee for each oject will be confirmed prior to Notice to Proceed. These may include immediate projects ch as:

- HVAC at North Electrical Room – heat issues at this facility are causing significant risk for failure of key electrical equipment for water supply wells (No. 20, 22, and 23).
- Automated Meter at Springville Reservoir – this valve and flow-meter are at the end of their useful life and present risk in the event of a failure of the Oxnard Conduit.
- Blending Station No. 2 – This station is required to be operational during shutdowns. Currently, the station can only be operated in manual mode.
- Cathodic Protection – City staff have indicated that 3 of 10 cathodic protection units along the Del Norte and Industrial Lateral are not operational.
- Replace Grass Pavers – replace grass pavers at Water Campus with asphalt.
- Continuous Analyzer at Blending Station No. 4

- Deliverables: Technical Memorandum (Draft/Final) and Design documents (30, 60, 90, Final).

:ONSULTANT WILL UNDERTAKE THE FOLLOWING AS PART OF FUTURE 'HASE(S) OF TASK 4:

ubtask 4.7 Channel Islands Beach Community Service District Negotiation Support

'he City of Oxnard maintains five emergency turnouts for supplying emergency water to the :hannel Islands Beach Community Services District (CIBCSD). The meters are currently read ıonthly, however, there is no agreement in place for billing. Consultant will prepare a 'echnical Memorandum describing the proposed agreement key points, and attend meetings upporting development of the agreement (3 assumed).

- Deliverables: Provide a draft in PDF format. Following review with City staff, develop and submit a final PDF.

ubtask 4.8 Oxnard-Hueneme Pipeline Contract Negotiation Support

'he contact with United Water Conservation District (UWCD) for use of the Oxnard-Hueneme)-H) Pipeline expires in 2016 and a notice to UWCD for renegotiation must be issued over a 12 ıonth period starting in July 2014. Consultant will prepare a Technical Memorandum escribing the current contract, current use, original intended purpose and outline potential for ıture use of the pipeline.

rovide ongoing support related to renegotiation of contract. Assumed to include up to 10 ıeetings (2 hrs per meeting for attendance and an additional 2 hrs/meeting for analysis/support ffort).

- Deliverables: Provide a draft Technical Memorandum in PDF format. Following review with City staff, develop and submit a final PDF.

ubtask 4.9 Emergency Water Supply Connections

'he City of Oxnard owns several small emergency connections with the CIBCSD, and had reviously developed plans for an emergency interconnection with the City of Ventura, which as not been implemented. Consultant will prepare a Technical Memorandum covering the ollowing sections:

1. Background – Define the need for emergency connections and identify points of vulnerability such as the failure of the Oxnard Conduit which supplies imported water. Summarize any previous efforts completed related to this infrastructure. Collect source documents and store electronically with City. Provide reference to file storage. Report will include reference to documents and brief description of said documents.

2. Existing Connections - Summarize and assess condition of existing connections.

3. Ventura Connection – Summarize the cost and benefit of this planned infrastructure. Assess previous efforts and outline additional efforts for completion.

4. Future Connections – Evaluate options for additional connections related to perceived vulnerabilities. Options include connection between the Oxnard Conduit and Del Norte Pipeline (between Springville Reservoir and Blending Station No. 4).

5. Alternatives Analysis – Evaluate the option of emergency repairs, including time required for such repairs and the potential need to store spare pipe for larger diameter lengths. Investigate the option of coordinating with Calleguas Municipal Water District on use of their existing spare pipe storage. Identify the length of time available that can be served by other water sources.

6. Cost and Benefit Analysis – Evaluate identified options based on cost, benefit and risk.

7. Recommendations and Emergency Response Plan – Provide recommendations and a stand-alone emergency response plan for various scenarios related to high risk failures (i.e. failure of Oxnard Conduit, Del Norte Conduit, O-H Pipeline).

ıcilitate presentation of Emergency Response Plan to Operations Staff.

- Deliverables: Provide a draft in PDF format. Following review with City staff, develop and submit a final PDF. The Emergency Response Plan will be provided as an Appendix for future use as a stand-alone document.

ıbtask 4.10 Ocean View Emergency Supply

2008 the City of Oxnard annexed the Ocean View Municipal Water District (OVMWD)which ssigns responsibility of providing water to customers served by this system. This area is served ater through a contract with United Water Conservation District and is not annexed into the letropolitan Water District service area, which means that during UWCD shutdowns, the ystem cannot be supplied by City of Oxnard distribution water as it is blended with CMWD ıpply.

onsultant will develop a Technical Memorandum providing the following sections:

1. Overview of OVMWD – Provide background on system, constraints, and figure illustrating infrastructure, customers (residential or agricultural) and proximity to water supply infrastructure.
2. Opportunities for Emergency Supply – Including use of Blending Station No. 6 to supply system during shutdown, which requires agreement with CMWD. Alternatively, identify supply from adjacent infrastructure requiring capital improvements.
3. Recommendations – Provide comparison of alternatives and recommendation, including estimated cost and schedule for implementation.

- Deliverables: Provide a draft Technical Memorandum in PDF format. Following review with City staff, develop and submit a final PDF.

ubtask 4.11 Oxnard Conduit Condition Assessments

'he Oxnard Conduit is a key piece of supply infrastructure for imported water and is nearing 60 ears old. A failure of this pipeline presents risk, specifically in areas adjacent to the 101 'reeway. The pipeline has experienced at least one failure in the past 5 years. Consultant will evelop a Technical Memorandum with the following sections:

1. Background – Provide an overview of the Oxnard Conduit, including age, material, previous studies, failures, and current use.
2. Condition Review with Current Data – Collect and analyze data from previous studies of the Oxnard Conduit and develop an opinion of condition.
3. Overview of Risks and Expected Failure – Consultant will use the calibrated/updated model developed as part of the Master Plan Update.
4. Options for Assessment and Rehabilitation – Evaluate options for assessment and rehabilitation. Evaluate feasibility and contractual needs for using CMWD spare pipe inventory in case of emergency.
5. Cost and Benefit – Provide a cost/benefit analysis of the rehabilitation alternatives.
6. Recommendations – Develop implementation plan for future studies/investigations and immediate repairs. Include 10 year CIP.

ıitial findings will be included in the Master Plan effort. Facilitate execution of recommended ctions, assumed to include procurement, oversight and technical review of physical condition ssessment is assumed for Phase 2.

- Deliverables: Provide a draft in PDF format. Following review with City staff, develop and submit a final PDF.

ubtask 4.12 Security Assessment and Improvements

he City's Water Division security system includes features nearing 10 years in age and a keying ystem which is 14 years old. In addition, security at Blending Station No. 2 is not consistent ith other blending stations. Due to the age of this technology and the potential risk associated, e following scope is provided.

onsultant will review existing security systems related to condition, capabilities, status of chnology and coverage. Security features such as security cameras, access, staffing and ıysical features (i.e. fences) are included in the review. Effort will include an onsite assessment nd meeting with City staff to determine needs and future projects.

- Deliverables: Technical Memorandum documenting task, results, recommendations and phased CIP.

ıbtask 4.13 Flushing Program

he City has not implemented a flushing program for over 20 years. The lack of a flushing ogram can result in the buildup of sediment and deposits which can increase pumping costs, duce hydraulic capacity, increase chlorine degradation rate, and cause taste and odor problems. sing the calibrated hydraulic model provided by the Master Plan Consultant, Consultant will velop a flush program. The program will include identification of key areas (i.e. areas of long tection time, local quality complaints, low demand areas, etc.), specific details for ıidirectional flushing, estimated labor for each flush, and a phased program for 5-10 years.

ıis task includes up to three (3) meetings with City staff.

- Deliverables: Technical Memorandum documenting the need, approach used for analysis, results of meetings with City staff, and implementation plan. The Technical Memorandum will include specific plans for unidirectional flushing, attached as an Appendix, for key initial areas.

ıbtask 4.14 Infrastructure Reviews

s future development occurs in the City, the need for Infrastructure Reviews to determine ıpacts and resulting improvements are required. These studies allow for appropriate ıprovements to be identified and the associated cost assigned to the Developer. This process otects both the Developer and City from impacts associated with delivering services that do not eet City standards. Using the calibrated hydraulic model developed by the Master Plan ocess, Consultant will provide up to two (2) Infrastructure Reviews, depending on complexity Development. This task includes up to four (4) meetings with City staff.

- Deliverables: Technical Memorandum (Draft/Final). Format of the Technical Memorandum will follow current standards, including demand development, analysis and results for water, sewer and recycled water systems.

ıbtask 4.15 Water Campus Master Plan Update

pdate existing Water Campus Master Plan based on recent projects and staff needs. Include lditional sections related to parking, storm water runoff and condition assessment. Identify tential for acquiring adjacent Bus Yard, and/or other adjacent properties, for expanded Water ımpus use (i.e. wells, facilities, parking, etc.).

- Deliverables: Water Campus Master Plan Update Report (Draft/Final).

ıbtask 4.16 Valve Exercising Program

e City does not have a valve exercising program. A valve exercising program is important cause it allows the City to obtain detailed information regarding existing system valves, cluding type, size and location. It also allows the City to identify and replace failed valves; s is of particular value since properly maintained valves are critical to isolating the system in event of a main break. Consultant will develop a Technical Memorandum which summarizes st efforts, need for program, cost/benefit analysis and implementation plan.

his task includes up to three (3) meetings with City staff.

- Deliverables: Technical Memorandum (Draft/Final).

ubtask 4.17 Chemical Building III

eview current design and provide recommendations for modifications, including removal of the uorosilicic acid system. Develop cost/benefit analysis of project and provide assistance in ıbsequent project development.

- Deliverables: Letter documenting task, results, actions and savings.

ıbtask 4.18 Blending Station No. 2 Improvements

his aging blending station presents opportunities for improvements related to Health and ıfety, optimizations, control/instrumentation, security and replacement of aging infrastructure. his facility is critical during shutdown of other blending stations and is currently not automated ıe to the age of equipment.

evelop a Technical Memorandum with the following sections:

1. Background –Summarize any previous efforts completed related to this infrastructure. Collect source documents and store electronically with City. Provide reference to file storage. Report will include reference to documents and brief description of said documents.

2. Assessment – Conduct field and staff investigations related to required improvements. Summarize the following related to each improvement: condition, need, cost and benefit.

3. Implementation – Develop schematics and figures showing conceptual improvements. Provide detailed design for minor/immediate improvements and provide implementation plan for remaining improvements.

- Deliverables: Technical Memorandum (Draft/Final).

ıbtask 4.19 Coordinate Computerized Maintenance Management System (CMMS)

onsultant will perform the following tasks:

- Provide input on software selection and updates for the City-wide CMMS system. Develop pro/cons Technical Memorandum for different systems, including comparison of combined system with other City divisions and independent, focused software.
- Review and assemble existing data for incorporation in CMMS.
- Review and assemble new data for incorporation into CMMS.
- Review test notice emailing capability, adjust to allow for emailing to multiple addresses.

- Data input for incorporation of existing information (i.e. backflow devices, RO equipment, etc) into selected CMMS, including oversight review.
- Data input for incorporation of new information into selected CMMS including oversight review.
- All CMMS related software will be purchased by the City.
- The scope of work associated with data entry to support CMMS update is based on a maximum of 300 hours of engineer/technician support.
- City will provide access to needed information for data development and input relative to CMMS updates. The scope assumes all data is available from City provided documentation.

➢ Deliverables: Technical Memorandum documenting task, results, actions and savings.

'ask 5 - Organization Support Phase 1 $485,818
Estimated future authorization(s) $273,066

ubtask 5.1 Review and Update Health and Safety Procedures

'onsultant will provide approximately 485 hours to support the following tasks for Phase 1:

1. Coordinate tasks with similar efforts associated with the Wastewater Division.
2. Identify updates to existing health and safety program and associated documentation.
3. Participate in workshops (assume 2 workshops) with City staff to identify existing and potential safety issues.
4. Support the development of goals, objectives, policies and procedures for safety program.
5. Identify safety resources needs and assist City staff to develop a safety program strategic plan.
6. Update existing health & safety training plan and assist City staff in making necessary modifications.

'onsultant will provide approximately 485 hours to support the following tasks for Phase 2:

7. Coordinate staff safety training course work requirements with City staff (including Train-the-Trainer courses) & establish training schedules (doesn't include actual training classes).
8. Update existing procedures for responding to emergencies, such as those involving an employee, injury to a member of the public or damage to water facilities.
9. Provide support to City staff in investigating employee accidents to determine cause, effect, liability and prevention methods (assumes maximum of three incidents per year).

10. Support City's analysis of accident reports to determine frequency, loss trends & jointly recommend methods/procedures for mitigation.

11. Assist City staff in the identification of safety improvement opportunities with respect to work processes and procedures.

12. Identify potential safety improvements with Section management and assist in the implementation of final improvements.

Subtask 5.2 Operations and Maintenance (O&M) Manuals

Consultant will perform the following tasks:

- Coordinate tasks with similar efforts associated with Wastewater Division.
- Assess existing O&M documentation.
- Prepare plan outlines and formats for City review. The basic outline of the O&M Manual is assumed to be as follows:
    - Section 1 – Introduction and Facility Overview
    - Section 2 – Record Drawings and Process Flow Schematic
    - Section 3 – Process Description
    - Section 4 – Safety Features and Emergency Information
    - Section 5 – Start-up, Normal Operation and Shutdown Procedures
    - Section 6 – Routine and Long-Term Maintenance Procedures
    - Section 7 – Troubleshooting
    - Section 8 – Manufacturers Service Representatives
- Prepare O&M manual for Blending Station No. 1, 2, 4, 5 and 6. O&M Manuals will be consistent with Blending Station No. 3 O&M Manual. Blending Station No. 7 O&M Manual by design engineer. Blending Station No. 1 O&M Manual will include Desalter (includes overall startup and shutdown procedures) and supplemental Water Campus facilities (i.e. stand by generator and other support facilities).
    - Phase 1 includes Blending Station No. 1 and 6 O&M Manual
    - Phase 2 includes Blending Station No. 2, 4 and 5 O&M Manual

Meet with City for plan preparation and review (five 2-hour meetings plus preparation time).

Subtask 5.3 Recommend Changes to Current Administrative Procedures (joint recommendations)

Consultant will perform the following tasks:

- Coordinate tasks with similar efforts associated with the Wastewater Division.
- Identify updates to existing administrative and management procedures.

- Prepare gap assessment of procedures and policies.
- Assist City staff in updating policies and procedures for water section administration.
- Develop administration and management training program and provide training to section management staff.
- Meet with City staff for plan preparation and review (assume four 2-hour meetings plus preparation).

Subtask 5.4 Update Records Keeping Procedures and Establish Policies for Hard Copies and Electronic Records

Consultant will perform the following tasks:

- Coordinate tasks with similar efforts associated with the Wastewater Division.
- Assess existing record keeping procedures.
- Prepare general gap assessment of procedures and policies.
- Assist City staff in preparing updates to policies and procedures for record keeping.
- Provide training to staff for record keeping.
- Attend meetings with City for plan preparation and review.
- Support record keeping procedures related to digitizing files, eliminating old drafts, centralizing and organizing digital documents and manage ongoing record keeping.

Subtask 5.5 Organization Study

Consultant will perform the following tasks:

- Coordinate tasks with similar efforts associated with Wastewater Division.
- Assess current organizational structure.
- Prepare benchmarking evaluation against similar water service organizations.
- Prepare summary of best practices based on organizational assessment and benchmarking.
- Prepare gap analysis of water section based on organizational assessment.
- Prepare recommendations for organizational improvements based on results of study.
- Meet with City staff during study preparation and review.

Subtask 5.6 Develop Training Program

Consultant will perform the following tasks as part of Phase 1:

- Coordinate tasks with similar efforts associated with the Wastewater Division.
- Assist City staff in updating O&M position descriptions & responsibilities.

- Review existing training programs & schedules.
- Perform gap assessment of training programs.
- Develop recommendations for additional training requirements & frequency.

Consultant will perform the following tasks as part of Phase 2:

- Create position training matrix for review by the City.
- Develop updates to existing training program including state certification goals.
- Coordinate staff training with City staff (including Train-the-Trainer courses).
- Develop appropriate training materials to be presented by Trainer.
- Assist City staff in training all operations, maintenance and regulatory compliance staff. Consultant will present first of each training session and observe/support the City Trainer in subsequent sessions.
- Meet with City staff during development of training programs.
- Provide Senior and Supervisor Training Management
- Develop centralized tracking method for monitoring completed trainings

Subtask 5.7 Procurement Documents

Consultant will provide the following efforts related to development of City procurement documents:

- Coordinate effort with other City divisions.
- Work with City Staff to define small projects in order to define need for on-call Contractors for small repair projects. Benchmarking of similar/neighboring cities related to on-call Contractors.
- Quantify benefits of using on-call Contractors.
- Develop appropriate procurement procedures similar to those established by the California Department of Industrial Relations, and assist in qualifying of Contractors.
- Consultant will provide assistance for procurement of a SCADA on-call consultant. This effort includes development of needs/scope, procurement documents, assistance in RFP process, and development of standardized monitoring of task order development and budget monitoring.

Task 6 - Support Phase 1 $28,650
Estimated future authorization(s) $101,080

Subtask 6.1 Review Water Division Agreements

Consultant will develop a technical memorandum with the following:

1. Existing Water Agreement – Report search for documents associated with Water Division Agreements. Collect source documents and store electronically with City. Provide reference to file storage. Report will include reference to documents and brief description of said documents.

2. Summary of Expiration Dates and Required Actions – Provide a tabulated summary of documents, including expiration dates. Provide brief summary of potential actions and recommendations associated with contracts with an expiration date before 2017.

3. Appendices – Provide all contracts in Appendices.

Provide services related to ongoing activities, including record keeping of activities and log of actions.

- Deliverables: PDF Technical Memorandum will be delivered to the City for review and comment; a final version will be created and delivered in PDF format. The PDF will be stored electronically with the City in accordance with the Work Plan. A hard copy will be provided in a binder labeled Water Division Agreements. The binder will be stored at the City Water Campus.

CONSULTANT WILL UNDERTAKE THE FOLLOWING AS PART OF FUTURE PHASE(S) OF TASK 6:

Subtask 6.2 Implementation of Recordkeeping Procedures

Implement the recordkeeping procedures developed in Subtask 5.4. Effort includes 280 hours of support.

Subtask 6.3 Develop Operating Budget

Provide assistance in development of an operating budget. This includes development of costs; Consultant assumes City staff will provide requested City financial data. The format of the budget will be approved prior to task initiation. A draft and final will be provided and up to 10 meetings with operations staff, financial department and City staff is assumed.

- Deliverables: A tabulated binder, labeled Operation Budget, will be developed for storing all related documents associated with development of the operation budget. Electronic files will be stored in accordance with the Work Plan.

'ask 7 - Transition Support Phase 1 $29,351
Estimated future authorization(s) $0

'onsultant will update and support the development of position descriptions for the Water nterprise. Recommendations for position qualifications will be developed with City staff and ɔmpensation levels will be evaluated for similar positions in the state. Consultant will support ıe City in preparation of recruitment advertisements and make recommendations for posting of pen positions in appropriate outlets. Consultant will assist the City in gathering applicant ıformation and preparation of initial paper ranking (assumes 4 positions). Consultant will assist ı setting up and coordinating information for an outside evaluation board and internal review ɔard.

WATER PROJECTS
SCOPE OF SERVICES
EXHIBIT A-1

Oxnard Water Operations
Amendment No.1, Phase 2 Services

This scope is to augment the phase 1 Exhibit A services (City Agreement No. A-7700, dated July 22, 2014) except where noted in the original agreement as phase 2 or future phase this exhibit is to supersede those elements. Some of the phase 2 subtasks shown in the original agreement did not carry forward or may be included in a future amendment and thus the subtask subnumber is not used. A consolidated version of the entire scope will be submitted once the phase 2 scope is authorized.

TASK 0 – PROGRAM MANAGEMENT ($187,561)

Task 0.3 – Prepare Monthly Progress Reports and Earned Value Analysis

Monthly progress reports will include summary of tasks completed, ongoing tasks and work performed, status of deliverables, data requests, earned value analysis and work scheduled for following month. Reports will be submitted with monthly invoices.

- Deliverables: Monthly reports (12 total). Phase 2 is for 12 months.

Task 0.4 – Project Management and QA/QC Coordination

This task includes coordination with the City and the project team, and quality control review. Overall project management, which includes planning, coordinating and managing task assignments, updating staffing plans and supervision of in-house staff, coordination with subconsultants, planning and monitoring of contract budget and schedule, managing progress to budget expectations, and coordination with the City and its other consultants, will be conducted by Project Manager, Greg Bradshaw (PM).

Provide senior technical review and implement quality assurance and quality control (QA/QC) measures throughout the project. QA/QC procedures ensure all work products provided to the City follow strict adherence to industry design standards. Phase 2 is for 12 months.

TASK 1 – PLANT OPERATIONS COORDINATION ($205,102)

Task 1.1 – Project Meetings

Provide support as directed by City staff for the biweekly project status meetings. Prior to each bi-weekly meeting, Consultant will provide an update in City-provided PowerPoint format and distribute to internal City management. The meetings will not exceed one 2-hour meeting biweekly for 12 months.

- Deliverables: Updates will be delivered in PowerPoint format and saved in an electronic folder, as defined in the Project Work Plan. Hard copies will be maintained in a *Project Meetings* Binder and maintained at the Water Campus.

Task 1.2 – Management Meetings

Attend weekly meetings with Water Division Management staff including but not limited to the Water Division Manager, Chief Operators (Distribution, Metering, Water Treatment) and Seniors/Supervisors. For each meeting, provide a summary of discussion items and actions, log electronically in City files and distribute to internal City management. The total of meetings will not exceed one 2-hour meeting per week for a period of 12 months.

- Deliverables: Meeting notes will be delivered in PDF format and saved in an electronic folder, as defined in the Project Work Plan. Hard copies will be maintained in a *Management Meetings* binder, tabulated by meeting type noted above, and maintained at the Water Campus.

Task 1.3 – Operations Support

Consultant will provide as-needed support to Water Division staff as defined in the following categories with an upper limit of 720 hours:

- Project Execution – Provide support in administrative functions for the work involving City actions and/or changes to the existing operations.
- Program Development – Propose, present and support the divisional programs, Standard Operating Procedures, expansion of the groundwater system and blending stations and support City staff in developing a strategy for the implementation of master plan activities that meet the needs of the department/division program goals.
- Division Coordination – Coordinate with the City regarding the implementation of activities to meet programmatic division goals; provide information and resources to City officials, departments and other organizations as appropriate.
- Technical Assistance – Provide staff to analyze technical issues and challenges that face the Water Division and other departments/divisions. Assist in the preparation and presentation of staff reports and other necessary documents or correspondence to appropriate boards, groups and/or committees.
- Operations Support – Provide support for as-needed activities, operations and services of the City Water Division.
- Water Distribution & Water Meter Work Orders – Perform a trending analysis of work performed, and an audit of the time sheets particularly for overtime charged in each area. Deliverables include a trending analysis and audit of overtime in both hard-copy binder and electronic versions.
- Deliverables: Efforts associated with these tasks will be recorded in a *Management and Support Binder*, tabulated on the tasks above. The binder will be maintained at the City Water Campus. Electronic files will be stored in accordance with the Project Work Plan.

TASK 2 – WATER RESOURCES MANAGEMENT ($647,744)

Task 2.1 – Water Conservation Program Support

As a sub consultant to Consultant, MNS Engineers will perform a variety of analytical, administrative, enforcement, and educational outreach duties in support of the City's water conservation, education and community programs. MNS Engineers will additionally perform community outreach and project management; and provide technical staff assistance to the Water Resources Division Manager.

MNS Engineers will provide support to water conservation program activities and coordinate with City's Water Conservation staff. Biweekly meetings will be held at the City's Water Campus to discuss conservation activities including reports of water waste, citations, water patrols, public outreach events, and conservation programs. MNS Engineers will facilitate reporting of water conservation activities including monthly reports on the State Water Resources Control Board (SWRCB) website, provide data and assistance with PowerPoint presentations as needed for Council updates, and participate in regional meetings such as the county-wide Water Use Efficiency group (monthly) and Metropolitan Water District (MWD) Conservation Coordinator meetings (bimonthly).

MNS Engineers will also participate in monthly City GREEN Team meetings to provide input on water conservation efforts City-wide. The program support covers a six-month period between November 2014 and April 2015.

MNS Engineers assumes that the Water Conservation activities and update of the Water Conservation Master Plan will be transitioned to a newly hired employee designated by the City in the future.

Task 2.2 – Water Supply Management

As a sub consultant to Consultant, MNS Engineers will serve as the interim Environmental Compliance and Supply Division Manager for a period of thirteen months, at a level of effort of 24 hours per week. In this role, MNS Engineers will implement and direct the City's water resource planning and policy-related activities to assure that Water, Recycled Water, Wastewater, and Stormwater programs consistently comply with established laws, guidelines and regulations; and provide executive policy level advice and perform administrative work in maintaining active liaisons with all organizations having water-related interests. MNS Engineers will also carry out comprehensive water and wastewater division planning, supply management, conservation, goals, and objectives; ensure customer service, public involvement and education, and stakeholder interactions are in concert with

rganizational philosophies, values and principles; actively seek and provide resources and information needed by taff to perform assigned duties; prepare division recommendations on a variety of water resource public policy ssues, procedural requirements, plans and ordinances; supervise program implementation activities, such as water uality monitoring, wastewater source control, cross connection control, code enforcement, technical assistance, vater conservation, water resources safety and maintenance, and public outreach and education; attend, participate, nd represent the City on a variety of in-house and regional technical and planning committees; respond to inquiries rom the public regarding water resource problems/issues; facilitate effective interactions with and among rofessional and technical staff and peers, elected officials, outside agency staff, citizens and other stakeholders to nsure information is shared, involvement opportunities are available, and informed consent among affected nterests is attained where possible; analyze complex regulations and related information.

'he interim Environmental Compliance and Supply Division Manager will attend the following agency meetings on ne City's behalf:

1. Fox Canyon Groundwater Management Agency
2. Watersheds Coalition of Ventura County
3. Bi-weekly meetings with Master Plan consultant
4. Association of Water Agencies of Ventura County
5. Las Posas Users Group
6. Santa Clara River Watershed Committee
7. Strickland Mutual Water Company
8. Santa Clara Wastewater

'he interim management role is assumed to end in December 2015 and MNS Engineers will provide transition upport.

'ask 2.3 – Hardness Feasibility Evaluation

:onsultant will review existing data and file keeping related to City hardness. Develop a technical memorandum vith the following:

1. Water Quality Background – Summarize Oxnard water quality, including source water quality, analysis, related to hardness in the groundwater and blended supplies.
2. Target Blending Strategy for agreed upon Goals – Discussion of historical water quality and develop metrics for hardness quality goals for distribution water. Comparison to surrounding agencies and industry recommendations for maintaining aesthetic quality goals.
3. Scenario Analysis - Develop and analyze up to four scenarios related to methods for improving or lowering the finished water hardness content, including impacts on available and future water supplies. Description of issues and benefits for each will be provided. This task includes a meeting with City staff to evaluate available alternatives and the costs for each alternative.
4. System Modifications – Provide a conceptual analysis for implementing recommendations.
5. Coordination – Consultant will work in concert with Master Plan Consultant and City staff and will reference existing studies, reports and plans.

- Deliverables: PDF Technical Memorandum will be delivered to the City for review and comment; a final version will be created and delivered in PDF format.

'ask 2.7 – Ventura County Regional Urban Landscape Efficiency Program (VC RULE)

'he VC RULE program is a multi-agency effort, partially funded by Prop 84 grant funds to install efficient rrigation equipment and controls for large landscape customers. The VC RULE Program currently has a ompletion date of November 2015.

:onsultant will assist the City in managing the VC RULE program and report regularly to the City on project rogress. Consultant will also serve as the point of contact for the Labor Compliance Program.

:onsultant will serve as the point of contact with Watersheds Coalition of Ventura County (WCVC); submit ıvoices, quarterly reports, insurance, bonds and assurances to WCVC to meet requirements of the Grant ıgreement: assist the City in the maintenance of accounts in accordance with the Grant Agreement; serve as the oint of contact for program participants particularly with regard to the Grant Agreement requirements; attend VCVC monthly meetings as to provide project status update.

:onsultant will also perform the following tasks:

- Gather data from each project participant, including participating customers, 3 years of water demand, size of irrigated area, address, etc.
- Maintain data submitted by WaterWise and participating agencies
- Analyze data before and after each customer audit to assess water use reductions
- Coordinate data acquisition from City's utility billing and GIS
- Coordinate marketing efforts with participating agencies.
- Monitor participating agency's budgets
- Host kick off conference calls with each agency (6)
- Coordinate with WaterWise on all matters regarding the Program
- Work with WaterWise to remedy issues or challenges as they arise
- Review irrigation survey results provided by WaterWise for customer sites to ensure retrofit is appropriate. Review recommended devices with WaterWise and participating agencies to develop a list of approved devices for installation

➢ Deliverables: Quarterly Reports as required by Division of Water Resources (DWR).

'ask 2.8 – Internship Program Development

:ity Corps provides an array of support services to many City Departments, including the Utilities and Engineering)epartment. A structured Internship Program will be developed to document the education, training, duties, ertifications, and career path for interns including a structured timeframe for progression through the program. Jtilities and Engineering groups include Water, Wastewater, Environmental Resources, GIS, Survey, Stormwater, nd Engineering Support. Some of these have sub-groups that will have unique internship programs. Internship rograms will be developed for the following areas:

.8.1 – Utilities & Engineering: Water Division

- Water Conservation
- Water Operations (Treatment, Distribution and Metering)
- Water Maintenance

.8.2 – Utilities & Engineering: Wastewater Division

- Wastewater/Recycled Water Operations
- Wastewater/Recycled Water Maintenance
- Wastewater Collection
- Stormwater

.8.3 – Utilities & Engineering: Environmental Compliance and Supply Management Division

- Environmental Resources

.8.4 – Utilities & Engineering: Engineering & Maintenance Division

- GIS
- Survey
- Engineering Support (Process and Hydraulic Modeling)

.8.5 – Design and Construction Services:

- Streets
- Engineering Support (CAD Drafting)

Project Meetings and Stakeholder Participation

To encourage involvement in the development of the Program, Consultant will coordinate with the stakeholders mentioned below. Consultant anticipates the following meetings/workshops will be held with the following stakeholders over the course of the Program development:

- Four (4) progress meetings with City Corps staff
- Five (5) coordination meetings with work groups
- Two (2) review meetings to discuss Draft and Final Internship Program Plans
- Provide program outreach by investigating existing local college programs at Ventura College and Oxnard College that support the educational requirement of an intern program (up to 4 days of support)
- Present draft elements of the program to Ventura County cities and agencies that share similar needs (up to 16 cities and agencies)

Consultant will attend each meeting. Consultant will prepare an agenda and take meeting minutes. Meeting minutes will be provided to the City for comments prior to finalization.

Develop Internship Program Plan

Consultant will develop an Internship Program Plan for City Corps and College applicants for each sub-group mentioned above. The Plan will document education, training, duties, certifications, and career path for interns including a structured timeframe for progression through the program. A Draft Internship Program Plan will be prepared for review by the City and City Corps. One Draft Internship Program Plan review workshop will be provided and comments will be incorporated into the Final Internship Program Plan.

It is assumed that the City will be responsible for the execution of the Internship Program Plan. It is also assumed that the City will provide details on any requirements related to existing City Corps grants to be incorporated into the Internship Program Plan.

- Deliverables: Draft and Final Internship Program Plan will be provided in PDF format.

Task 2.9 – AWPF Exhibit and Outreach Support

Consultant will prepare text descriptions for the proposed Science Center exhibits at the AWPF including display boards and fact sheets. The Science Center displays include: Engineering, GREAT Program benefits and map, AWPF, Sustainability, Water Resources Management, Planning, Stormwater, Water Supply, Water Treatment and Distribution, Wastewater and Recycled Water, Wetlands, Economics, Careers and Call to Action. Consultant will provide text descriptions for each area, background photos or drawings, and concepts for other visual aids. The text will incorporate two panels at each display area.

Consultant will coordinate with the City and the City's designer, Kismet, to discuss themes and content. Draft text will be provided for discussion and review by the City and Kismet. Final text will be prepared for Kismet to incorporate into graphic displays.

Conference calls and meetings will be held over the course of the project as needed to discuss and review materials as they are developed. Consultant anticipates a total of ten conference calls/meetings.

- Deliverables: Draft and Final exhibit text.

Task 2.10 – 2015 Urban Water Management Plan

As a sub consultant to Consultant, MNS Engineers will prepare updates to the 2010 Urban Water Management Plan. The Guidebook for preparation of 2015 Urban Water Management Plan (UWMP) is expected to be released by the Department of Water Resources by July 1 2015, and submittal of the 2015 UWMP is due to DWR by July 1, 2016.

The 2015 UWMP will incorporate legislative changes. New sections will be included for Demand Management Measures, Water Loss Reporting, new DWR standardized forms, and other updated methodologies as prescribed by DWR. On the City's behalf, data will be uploaded to DWR's Online Submittal website. The 2015 UWMP will contain the following sections:

- Section 1 – Plan Preparation
- Section 2 – System Description
- Section 3 – System Demands
- Section 4 – Target and Baselines
- Section 5 – System Supplies
- Section 6 – Water Reliability
- Section 7 – Water Shortage Contingency Plans
- Section 8 – Demand Management Measures
- Appendices

Draft Guidelines for Sections 1, 2, and 3 have been developed by DWR, upon which the scope of services is based. MNS Engineers has estimated the level of effort based on the Draft Guidelines for these sections. Draft Guidelines for Sections 4 through 8 are pending and MNS Engineers has estimated a level of effort for these sections based on the 2010 UWMP Guidelines as a start. When the Guidelines are released in July 2015, MNS Engineers will determine if additional scope is to be included as part of a future amendment.

DWR will host a series of webinars and workshops related to the 2015 UWMP Guidance Document. MNS Engineers will participate in these events on the City's behalf. Webinars are anticipated as follows:

- January 2015 – Section 6 Water Reliability
- February 2015 – Section 7 Water Shortage Contingency Plans
- March 2015 – Section 4 Baselines and Targets, Section 8 Demand Management Measures
- April 2015 – Public Hearing on Draft UWMP Guidebook

Section 1 – Plan Preparation

This section includes coordination and outreach as well as Plan adoption and submittal. MNS Engineers anticipates coordination will be needed with Calleguas Municipal Water District, United Water Conservation District, County of Ventura, Port Hueneme Water Agency, Proctor and Gamble, and Oxnard Chamber of Commerce. MNS Engineers will attend meetings and conference calls with these agencies to gather data and share information for the preparation of the plan. DWR's Table 1 will be prepared.

MNS Engineers will assist the City in the preparation of the Notice of Availability for the 2015 UWMP and information necessary for the public hearing, including preparation of the adoption resolution. The adoption resolution will be included as an appendix in the 2015 UWMP. Compact discs will be provided for submission to DWR and the State Library. A pdf version of the 2015 UWMP will be provided for the City to upload to the City's website.

Supporting documents will be provided including existing California Urban Water Conservation Council (CUWCC) BMP reports, the most recent Groundwater Management Plan, and a GIS shape file of the service area (provided by the City).

Section 2 – System Description

A GIS shapefile will be provided by the City delineating the service area and any areas within the service area boundary NOT served by the City. Any annexations or consolidations since the 2010 UWMP will be included. DWR's Table 2 will be completed.

A description of the proportion of the area built-out versus future development will be provided. MNS Engineers will provide information on temperature and precipitation patterns and describe the known and expected impacts of climate change. The service area population will be provided, including the sources of the estimates and DWR's Table 3 will be completed for current and projected population through 2035. MNS Engineers will provide a

description of the City's demographics, including large industrial users, mix of housing and economic demographics that may affect water use.

Section 3 – System Demands

MNS Engineers will evaluate the City's water demands by sector including single-family residential, multifamily, commercial, industrial, City landscape, and agricultural. DWR's Table 3-1 will be completed to report Potable Water Use by Sector for 2010 and 2015 and projections will be prepared through 2035. A narrative description will be prepared describing how demand projections were estimated. Table 3-2 Potable Water Sales to Other Agencies will be prepared for sales to Port Hueneme Water Agency. Tables 3-3 Non-Potable Water Use by Sector and 3-4 Non-Potable Sales to Other Agencies will be prepared, which for the City will be zero.

MNS Engineers will assist the City in preparing water loss worksheets as an Appendix. It is expected these will follow AWWA Guidelines. MNS Engineers will assist the City to develop water savings from Codes, Standards, Ordinances, or Transportation and Land Use Plans and complete Table 3-6.

MNS Engineers will coordinate projections for water use to Calleguas and United Water Conservation District as the water wholesaler. MNS Engineers will estimate the lower income water use projections for single-family and multi-family housing units in the housing element of the City's General Plan using the methodology prescribed by DWR and complete Table 3-7.

Section 4 – Baselines and Targets, Section 5 – System Supplies, Section 6 – Water Reliability, Section 7 – Water Shortage Contingency Plans, and Section 8 – Demand Management Measures will be prepared in accordance with the Guidelines as they are published in July 2015.

MNS Engineers will provide sections to the City for review as they are completed to simplify the review. MNS Engineers anticipates progress meetings will be held with the City over the course of the development of the 2015 UWMP and have budgeted for four (4) progress meetings and two (2) workshops.

- Deliverables: Draft and Final UWMP delivered in PDF format.

TASK 3 – PERMITTING ($190,111)

Task 3.3 – Environmental Management System

Assist the City in the development of an Environmental Management System (EMS). In cooperation with City staff, develop a comprehensive management tool to track, budget and implement periodic tests, manage data, establish calculation methods, assess external resources, manage compliance reports and permit renewals. In concert with City staff, update, augment and/or develop regulatory oversight procedures. Regulatory monitoring and administrative procedures will be tied into EMS.

- Deliverables: Environmental Management System tool.

Task 3.4 – Update Accidental Release Prevention Program for Aqueous Ammonia System

The State of California Accidental Release Prevention (CalARP) Program requires a Risk Management Plan (RMP) be completed and submitted to the County Administration Agency for review. The City completed the RMP initial report in 2003 for the aqueous ammonia systems at Blending Stations No. 1 and 3. Every five years a re-certification of the entire program must be completed and the updated, re-certificated documents transmitted to the County Authorized Agency (AA). Consultant will provide the following services in support of updating the RMP:

- Review existing documents, incorporate updated Process Hazard Analysis (PHA), Offsite Consequence Analysis (OCA) and Prevention Program (PP) elements.
- Prepare 5 binders with updated documents and conduct a review meeting to discuss all elements and requirements within the RMP.
- Conduct a 4-hour PHA review session, including review of recent modifications, Management of Change (MOC) and Incident Investigation elements, equipment and procedural changes and document in the 2015 RMP.

- Review and update the OCA to include new sensitive receptor maps, tables and census track information.
- Review and update existing PP elements including review updates, certification signatures, MOC and II programs, emergency response planning, and operational procedures and mechanical integrity.

➢ Deliverables:

- New Certified RMP- Public and Technical Reports (5 final)
- Technical Process Hazard Analysis (5-yr update)
- Off-site Consequence Analysis (5-yr update)
- Prevention Program element review (5-yr update)
- Hard-copy binder and electronic version

Task 3.5 – Hazardous Materials Assessment and Disaster Plan

Consultant will perform and document a hazards review of the City of Oxnard Water Campus and six Blending Stations for chemical, toxic, and flammable hazards. **Table 1** presents the list of City owned water facilities and the hazardous, flammable, and toxic chemicals that will be included in this hazards review.

Table 1 – Facilities to be Included in the Hazards Review

	Hazardous Substance				
City Owned Facility	**Antiscalant**	**Aqueous Ammonia**	**Sodium Hydroxide**	**Sodium Hypochlorite**	**Diesel Fuel**
City Water Campus and Blending Stations 1 and 6	X	X	X	X	X
Blending Station 2					
Blending Station 3		X		X	X
Blending Station 4					X
Blending Station 5					X

The purpose of the review is to identify potential hazardous interactions among the processes and chemicals that are in use at each of the City's water facilities. The review will include assessment of:

1. Hazards (chemical, toxic, and flammability) posed by the individual chemicals,
2. External factors that can cause a release of containment of individual chemicals,
3. Hazards that can arise from interactions between the chemicals if they are accidentally comingled,
4. Human factors that can produce an accidental release,
5. Management and engineering controls that are in place to prevent the release of toxic, flammable or hazardous materials, and
6. Process hazards that can result from failure of operational and human controls to prevent accidental releases.

The hazard review will be conducted by a Senior Engineer with experience in conducting such hazard reviews. The review will be performed in two sequential daily sessions of approximately 6 hours each. Prior to the hazard review, the Consultant will attend a kickoff meeting with the City followed by a guided site visit to each applicable facility to observe process operations, chemical storage, and prepare for the review. Following the site visit, the Consultant will request copies of facility operating procedures, including chemical or diesel receiving procedures, maintenance procedures, training procedures, documentation of the materials of construction used in process equipment, Safety Data Sheets, Piping and Instrument Diagrams (P&IDs), and process flow diagrams for each process using hazardous, toxic, or flammable chemicals.

The hazard review will be comparable in detail as that for the hazard review conducted under the CalARP program for the aqueous ammonia system, as modified in the 2015 CalARP 5-year update. The results of the CalARP ammonia system review will be incorporated in the hazard review. The difference between this review and CalARP is that only listed chemicals are evaluated and in this case ammonia is the only listed material. Under this task, Consultant will review all major materials listed in Table 1 above and incorporate the ammonia evaluation conducted under CalARP, Task 3.4.

The draft report will be submitted and reviewed with Water Division staff and California Certified Unified Program Agencies (CUPA) representatives, and comments incorporated into the final report.

- Deliverables: Draft and final report for each facility in hard copy and electronic format

TASK 4 – PLANT OPTIMIZATION ($1,120,723)

Task 4.3 – AMR Replacement

Consultant will assist the City in implementing the AMR Replacement program following approval of Technical Memorandum and subsequent Request for Proposals (RFP) developed in Phase I. This effort includes support during the RFP period including responding to proposer's requests for information, assistance with the pre-proposal meeting, evaluation of proposals, one (1) proposal review workshop, and final recommendations to be documented in a memorandum submitted to the City. Consultant will coordinate efforts with Master Plan consultant.

- Deliverables: Draft and Final proposal evaluation and recommendation memorandum.

Task 4.6 – Immediate Needs Projects

The City of Oxnard has identified multiple systems, nearing or at failure, which require immediate attention. Consultant will provide procurement documents, bid support and construction phase support. Since immediate needs projects may not be fully defined, approximately 1200 hours are provided for projects as need arise. Scope and fee for each project will be confirmed prior to start of work. Workshops with the City and any potential stakeholders will be conducted for each project on an as-needed basis. Some projects have been identified in Phase I with carryover to Phase II as follows:

- Well Nos. 30, 32, 33 and 34 Electrical Rehabilitation (Bid and Construction Phase Services)
- Sodium Hypochlorite Piping System Replacement (Construction Phase Services)
- Emergency Turn-Out Service and Repairs (Bid and Construction Phase Services)
- Emergency Generator and Automated Transfer Switch (ATS) Service and Repairs (Bid and Construction Phase Services)
- HVAC at North Electrical Room – heat issues at this facility are causing significant risk for failure of key electrical equipment for water supply wells (No. 20, 22, and 23)
- Automated Meter at Springville Reservoir – this valve and flowmeter are at the end of their useful life and present risk in the event of a failure of the Oxnard Conduit
- Blending Station No. 2 – This station is required to be operational during shutdowns. Currently, the station can only be operated in manual mode
- Cathodic Protection – City staff have indicated that 3 of 10 cathodic protection units along the Del Norte and Industrial Lateral are not operational
- Replace Grass Pavers – replace grass pavers at Water Campus with asphalt
- Continuous Analyzer at Blending Station No. 4
- Truck delivery spill containment for Chemical Buildings No. 1 & 2

Technical Memorandum (Draft/Final) will be prepared to define the recommended solution for each immediate needs project as necessary. Following definition of the recommended solution, Design documents will be prepared including cost estimates and shall include at minimum, two submittals (Draft/Final). When deemed necessary by Consultant and City staff, Design documents and cost estimates will be submitted for review at 30, 60, 90 and 100 percent stages.

- Deliverables: Technical Memorandum (Draft/Final) and Design documents (30, 60, 90, Final) and cost estimates.

Task 4.9 – Emergency Water Supply Connection – Ventura

Consultant will assist the City in discussion with the City of Ventura regarding an Emergency Connection with their system. Consultant will review previous reports and meet with the City to discuss scope, estimated costs and benefits to the City. Consultant will also coordinate with the City's Attorney on any implications to imported water supplies. Consultant will prepare a technical memorandum documenting the project concept and the costs and benefits. Consultant will host one (1) workshop with the City of Oxnard, City of Ventura and other stakeholders to review and provide comments on the draft TM. In addition, Consultant will assume up to three (3) progress meetings with stakeholders at the 30%, 60% and 90% TM stages.

- Deliverables: Draft and Final TM

Task 4.13 – Flushing Program

The City has not implemented a flushing program for over 30 years. The lack of a flushing program can result in the buildup of sediment and deposits which can increase pumping costs, reduce hydraulic capacity, increase chlorine degradation rate, and cause taste and odor problems. Using the calibrated hydraulic model provided by the City, Consultant will develop a flushing program. It is assumed that the City will provide GIS data as it pertains to water pipes, valves and hydrants including details from the hydraulic model. The program will include identification of key areas (i.e. areas of long detention time, local quality complaints, low demand areas, etc.), specific details for closed-loop flushing (it is assumed that the City will purchase one or more truck-mounted units from "NO-DES"), estimated labor for each flush, and a phased program for 5-10 years. Additionally, Consultant will prepare a Flushing Plan for the City to submit to the Division of Drinking Water (DDW) for approval of a closed-loop flushing system. The Flushing Plan will address the following requirements from DDW received from the City on February 4, 2015 as follows:

- Operate the unit strictly in accordance with the manufacturer's SOPs/instructions, using certified operators that have been trained by the manufacturer or thoroughly familiar with the equipment's SOPs.
- Use a distribution system operation and flushing plan (which includes an emergency response/contingency plan) and an accompanying water quality monitoring plan approved by the DDW district office.
- Develop the operational logs and reporting forms that will compile the operational and water quality monitoring data.
- Submit all monthly logs relating to water quality complaints for DDW review.
- Collect water quality samples from the area that is being flushed as well as upstream and downstream areas before and after a flushing event. These samples include, at a minimum, turbidity, chlorine residuals and coliform samples, other samples recommended include color and odor.
- Submit the above-mentioned (completed) operational logs and reporting forms to the DDW district office at least on a monthly basis.

The Flushing Plan will develop standard operating procedures and an implementation approach and schedule.

This task includes up to three (3) meetings with City staff.

- Deliverables:

  - Technical Memorandum documenting the need, approach used for analysis, results of meetings with City staff, and implementation plan. The TM will include digitized maps of distribution facilities showing zones to be included in each specific flushing plan utilizing a closed-loop system to mitigate water loss, attached as an Appendix. The Flushing Plan will be developed so that it may be submitted to the Division of Drinking Water (Draft/Final).

  - Binder and electronic Version

Task 4.14 – Infrastructure Reviews

As future development occurs in the City, the need for Infrastructure Reviews to determine impacts and resulting improvements are required. These studies allow for appropriate improvements to be identified and the associated cost assigned to the Developer. This process protects both the Developer and City from impacts associated with delivering services that do not meet City standards. Using the calibrated hydraulic model developed by the Master Plan process and provided by the City, Consultant will provide up to two (2) Infrastructure Review protocols, depending on complexity of Development. This task includes up to four (4) meetings with City staff.

- Deliverables: Technical Memorandum (Draft/Final) developing the Infrastructure review protocols, a sliding scale for developing costs based on the size and complexity of the demand development, analysis and results for water, sewer and recycled water systems.

Task 4.15 – Water Campus Site Grading, Paving and Drainage Conceptual Plan and Design

Evaluate the Water Campus site for permanent and/or permeable paving alternatives. Develop conceptual plans to develop potential stormwater piping modifications to address drainage problems, final parking and access. Consultant anticipates up to 20 drawings, and development of a biddable set of plans and specifications, cost estimate.

- Deliverables: Conceptual Water Campus Site Plan Upgrades (Draft/Final).

Task 4.16 – Valve Exercising Program

The City does not have a valve exercising program. The need for properly maintained valves is critical for isolating the system in the event of a main break, obtaining detailed information regarding valve type, size and location, and identifying/replacing failed valves. Consultant will develop a Technical Memorandum which summarizes past efforts, need for program, cost/benefit analysis and implementation plan. It is assumed that the valve exercising program will be incorporated into the flushing program as a unified program.

This task includes up to three (3) meetings with City staff.

- Deliverables: Technical Memorandum (Draft/Final).

Task 4.17 – Chemical Building III

Chemical Building III was designed around Hydrofluorsilicic acid (HFA) and Zinc Orthophosphate (ZO). It has since been determined HFA is not needed as the City of Oxnard provides a blended water supply within U.S. Department of Health and Human Services Agency recommended optimal levels ranging from 0.7 mg/L to 1.2 mg/L. ZO is a chemical recommended to treat the Reverse Osmosis (RO) permeate which is considered corrosive. ZO would prevent corrosion but since the permeate is mixed with the hard groundwater, it is possible there is plenty of calcium carbonate in the groundwater and thus negating the need to construct, operate and maintain a ZO system. However, there is a portion of piping that may need to be protected that serves RO product water prior to blending. Therefore, Consultant will initially evaluate the need for the ZO system and if confirmed will develop a preliminary layout of facilities and a cost estimate and the project may be finalized under the Immediate Needs project or at a future date. City will provide the equipment, materials and labor for inspection of existing piping. Consultant will develop a Technical Memorandum with the following sections:

- Water Quality Background – Summarize Oxnard water quality, including reports related to source water quality, analysis, and corrosive indices in the RO permeate and groundwater and blended supplies.
- Target Blending Strategy for agreed upon Goals – Develop metrics for corrosion indices: pH, Calcium Carbonate Precipitation Potential, Aggressive Index, Langliers Saturation Index, water quality goals for distribution water. Comparison to surrounding agencies and industry recommendations for maintaining non-aggressive water quality goals with a discussion of historical water quality and water quality goals.
- Determination of need for ZO – Determine whether ZO is needed for the distribution system water or the RO permeate before blending with the groundwater. System components will be analyzed to determine whether the RO permeate piping up to the point of blending was designed to accommodate aggressive water.
- Concept Plan – Provide a conceptual analysis for implementing any recommendations. If the ZO system is needed, Consultant will develop a concept plan for the ZO system with a building layout, chemical unloading station, and piping drawings. We anticipate development of up to 30 preliminary drawings, and specifications, cost estimate.

- Deliverables: PDF Technical Memorandum will be delivered to the City for review and comment; a final version will be created and delivered in PDF format.

Task 4.19 – Computerized Maintenance Management System (CMMS) Support and System-wide Component Level Condition Assessments

The Oxnard water supply infrastructure is aging with parts of it over 60 years old. The entire system has not been fully cataloged and assessed to determine scheduled maintenance. The Master Plan Consultant has prepared a condition assessment of Oxnard water infrastructure for all assets with a value of $5,000 and above. This task

:ombines what was Subtask 4.11 (original contract) with Subtask 4.19 such that the Condition assessment and the :MMS are an integrated effort. Consultant will perform the following tasks:

- Prepare a preliminary technical memorandum (TM) that establishes objectives and criteria for CMMS data collection and condition assessments. The document will establish limits on the condition assessments based on boundaries, function and value. The document shall guide the following work upon notice to proceed from the City. TM will identify one facility for a pilot run to gather feedback and make adjustments accordingly. Piloting will ensure quality control throughout the process.
- Prepare the template for CMMS data collection. 160 hours is assumed for field data collection.
- Review existing data provided by the City for incorporation in CMMS.
- Review and provide quality control of City collected CMMS data.
- Assemble all data in a Microsoft Excel or Access format for incorporation into a future CMMS system. It is assumed that the City will be responsible for migrating the data from Excel or Access to the new CMMS system.

t is assumed the Master Plan Consultant will conduct the Information System (IS) Master Plan effort and will be :valuating different systems for multiple City divisions. Consultant will review the master plan and provide input ›n software selection for the City-wide CMMS system. It is assumed the City will purchase and implement all :MMS and related software.

:onsultant will also conduct a condition assessment in conjunction with the newly collected CMMS data will serve ıs the basis for a Technical Memorandum with the following sections:

1. *Background*
2. *Summary of System components and any existing condition assessments*
3. *Overview of Risks and identified near term maintenance* – Consultant will develop a list of components that need repairs based on the summary of previous condition assessments and any identified components that may be compromised from visual inspections.
4. *Options for Assessment and Rehabilitation* – Evaluate options for more future detailed condition assessments and rehabilitation. Evaluate alternative condition assessment technologies using both non-evasive and invasive approaches.
5. *Cost and Benefit*
6. *Recommendations* – Develop implementation plan for future studies/investigations and immediate repairs. Include 10 year CIP.

Initial findings will be included in the Master Plan effort (by others). Facilitate execution of oversight and technical review of physical condition assessment.

- Deliverables: Provide draft TMs in PDF format. Following review with City staff, develop and submit a final PDF and an electronic copy.

Task 4.20 – Emergency Response Plan Update

Following completion of Task 3.5, the hazard review, the Consultant will provide the City with a draft report documenting the review and recommendations for review and comments. A workshop will be held to present the results of the draft report and to solicit comments on the report, including recommendations. The Consultant will then incorporate responses to one consolidated set of City comments in a final report.

Upon approval of the City of the final report and recommendations, the Consultant will review and modify the emergency response plans for each facility to incorporate changes to respond to the approved recommendations. A draft of each response plan will be provided to the City followed by a meeting with City staff to discuss the recommended modifications to the emergency response plans. The consultant assumes two rounds of revision and City review of the emergency response plans prior to finalization of the plans.

The Consultant will prepare a 2-hour training presentation and present it to applicable City staff on the new/modified operating procedures and emergency response plans. Consultant has included up to 4 training sessions to accommodate City staff schedules.

The consultant will perform a verification review of the six facilities approximately six to nine months after completion of the hazard review and update of the emergency response plans. The purpose of the verification review will be for the Consultant to assess adherence with the approved recommendations in the final report and revised emergency response plans. Consultant will provide minor revisions to the emergency response plans, if necessary, upon completion of the verification review.

- Deliverables:
  - Draft and final emergency response plan for each facility in electronic format along with two hard copies.
  - Draft and final training materials.

Task 4.21 – Water Operations Water Supply Planning Tool

Consultant will provide a Water Operations Water Supply Planning Tool that will allow the City to optimize production costs, make best use of local resources, and maximize revenue generated. This tool will provide the City a method to quickly analyze the finished water concentrations of hardness and total dissolved solids (TDS) for any combination of the different source waters. The tool will be developed in Excel or Access and will allow the Water Operations staff to vary the concentrations in each supply source as it changes and will be useful by allowing staff to determine the allowable blend scenarios or develop strategies for future needs. Consultant anticipates completing the work in two phases (with the potential for a third phase which is not included but could be added in the future if needed as follows:

- **Phase I** – Consultant will prepare a Technical Memorandum (TM) to outline what will be included/not included in the tool. Consultant will conduct one (1) workshop with the City to define the scope of work for the tool with the City. Comments from the workshop will be included in the TM.
- **Phase II** – Consultant will develop the tool based on the TM. To better define the level of effort needed to complete this task, Consultant has assumed the tool will include the following elements:

1. **Existing Facilities:**
   a. Provide process diagram user interface including an overview of the following:
      i. Facilities:
         1. Blending Stations No. 1, 2, 3, 4, 5 & 6 (includes distribution points)
         2. Desalter
         3. Disinfection
            a. Sodium Hypochlorite
            b. Aqueous Ammonia
      ii. Sources:
         1. Calleguas Municipal Water District
         2. Raw Water Local Wells (Nos. 20, 22, 23, 28, 29, 30, 31)
         3. United Water Conservation District
         4. Desalter Permeate (Local Well Nos. 32, 33 & 34)
2. **Tool Constraints:**
   a. **Physical:** Identify and include limits that pertain to volumetric flow rates and storage capacity. A user interface will be provided to change these limits in the future.
   b. **Public Health Goals:** Include limits related to two of Oxnard's Public Health Goals: total dissolved solids (TDS) and hardness.
   c. **Groundwater:** Identify agreements in place that restrict groundwater pumping. A user interface will be provided to prompt the user for the allotted water rights projected on an annual basis.
   d. Consultant has assumed that there is currently no supply constraint related to the State Water Project.
3. **Water Quality Interface:** Provide a user interface for input of water quality data for each source to be determined by the City and or its suppliers.
4. **Production Costs and Revenue:** Provide a user interface for input of unit cost data ($ per acre foot) for each of the City's sources (to be provided by the City). Provide an additional user interface for input of unit production costs for power and chemicals. Tool will calculate the total cost of developing each source.

5. **Main Interface:** Create simple one-line process diagram interface showing all sources, facilities and distribution points mentioned above and having input for demand and blend ratios. Main interface will have adjustable goals (up to three) such as total dissolved solids (TDS) and hardness. After user provides inputs, main interface will coordinate all inputs, goals and constraints and provide feedback on whether goals are achieved or not possible. Main interface will provide a summary of costs and revenue for every scenario allowing staff to optimize production costs, make best use of local resources, and maximize revenue generated.
6. **Forecasting:** The tool will be able to store a limited amount of data for the purpose of forecasting. The data storage will enable the tool to project monthly, quarterly or yearly water supply strategies.
7. **Report Interface:** Provide an ability to export one report as a PDF showing all input and output parameters.

User interfaces are expected to consist of locked spreadsheets with changeable input variables. Programming will be limited to the logic needed to analyze inputs provided in the user interfaces and check against constraints and goals. Consultant expects the programming effort to not exceed 280 hours. Consultant expects the overall effort to not exceed 352 hours.

Consultant will conduct one (1) review workshop of the tool with Water Division staff. Consultant will collect comments from review workshop and incorporate into final tool.

- **Phase III** (If needed - Future Authorization) – Consultant has assumed that work outlined above will meet the City's expectations and this effort has been budgeted for a streamlined effort and thus cannot accommodate additional features or changes to expectations once development of the tool is underway. Thus, once the development phase is underway, any additional changes or add-ons are outside the level of effort defined in Phase II, and additional functionality that may be, identified by the City would need to be completed in a future phase that is not part of this amendment.

➢ Deliverables: TM, Draft and Final tool.

ASK 5 – ORGANIZATION SUPPORT ($303,706)

ask 5.1 – Review and Update Health and Safety Procedures

Consultant will provide approximately 485 hours to support the following tasks for Phase 2:

1. Coordinate staff safety training course work requirements with City staff (including Train-the-Trainer courses) and establish training schedules (does not include actual training classes).
2. Update existing procedures for responding to emergencies, such as those involving an employee, injury to a member of the public or damage to water facilities.
3. Provide support to City staff in investigating employee accidents to determine cause, effect, liability and prevention methods (assumes maximum of three incidents per year).
4. Support City's analysis of accident reports to determine frequency, loss trends & jointly recommend methods/procedures for mitigation.
5. Assist City staff in the identification of safety improvement opportunities with respect to work processes and procedures.
6. Identify potential safety improvements with Section management and assist in the implementation of final improvements.

ask 5.2 – Operations and Maintenance (O&M) Manuals

Consultant will perform the following tasks:

- Coordinate tasks with similar efforts associated with Wastewater Division.
- Assess existing O&M documentation.
- Prepare O&M manual for Blending Station No. 2, 4 and 5. O&M Manuals will be consistent with preferred City format (AWPF O&M Manual). Blending Station No. 7 O&M Manual will be prepared by design engineer. The O&M Manual will include the following elements:
    - Introduction and Facility Overview

- Record Drawings and Process Flow Schematic
- Process Description
- Safety Features and Emergency Information
- Start-up, Normal Operation and Shutdown Procedures
- Routine and Long-Term Maintenance Procedures
- Troubleshooting
- Manufacturers Service Representatives

- Attend approximately five 2-hour review meetings (includes preparation time).

➢ Deliverables: Draft and Final O&M Manuals for Blending Stations No. 2, 4 and 5.

Task 5.6 – Develop Training Program

Consultant will perform the following tasks as part of Phase 2:

- Create position training matrix for review by the City.
- Develop updates to existing training program including state certification goals.
- Coordinate staff training with City staff (including Train-the-Trainer courses).
- Develop appropriate training materials to be presented by Trainer.
- Assist City staff in training all operations, maintenance and regulatory compliance staff. Consultant will present first of each training session and observe/support the City Trainer in subsequent sessions.
- Meet with City staff during development of training programs.
- Provide Senior and Supervisor Training Management
- Develop centralized tracking method for monitoring completed trainings

TASK 6 – SUPPORT ($47,357)

Task 6.2 – Implementation of Recordkeeping Procedures

Implement the recommendations developed in Task 5.4 of Phase 1 of the recordkeeping procedures. This includes addressing the gap assessment, improving efficiency in managing records, implementing procedures and policies related to digitalizing files, eliminating old drafts, centralizing and organizing digital documents and manage ongoing record keeping. Implement training of procedures, file naming conventions, handling of electronic correspondence. Effort includes 400 hours of support including having two clerical positions on-site to help set-up the file system.

Assist City staff in preparing updates to policies and procedures for record keeping:

- Administration of Program
- Records Retention Schedules
- Transferring Records to Storage
- Filing Principles and Guidelines
- Records Destruction
- Archiving old files

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On-Call Civil Engineering Services

SCOPE OF SERVICES

EXHIBIT A

The Task Order proposal shall identify a concise description of the scope of work to be performed by the consultant firm and how the consultant plans on completing the work and include a schedule for each assigned task. It is up to the consultant to determine the best and most cost-effective method to complete the work so that the assigned task order project can be constructed to the satisfaction of the City of Oxnard. The task order will be negotiated as a lump sum amount per term based upon the hourly rate fee schedule as agreed to by City and Consultant for all services and under agreement amount; individual task order funds will be encumbered based on quote provided to City by Consultant per task order. These typical task order services will include but not be limited to the following:

a. Meet with or communicate with Project Manager or designee to determine scope of Task Order and then submit proposal and schedule for Task Order assigned, with all known cost included.
b. Prepare and distribute any meeting minutes for a task order assignment.
c. Obtain approval of all required plan checks and permits for City, County, State or other entity.
d. Track all design services for all individual projects as assigned by task order.
e. Assist the City in obtaining all required permits as may be necessary from any Agency.
f. Provide quality control.
g. Perform cost estimates for each milestone included in each task order.
h. Perform a constructability analysis as may be required for each task order assigned.
i. Construction Services - Review RFIs (requests for information), submittals, and shop drawings associated with each task order assigned.
j. Maintain good recordkeeping; including task order number and dollar amounts as assigned.
k. Provide a schedule of each task, the overall design schedule and construction phase.
l. Schedule meetings with City as necessary during design.
m. Provide value engineering recommendations to City staff members and architect/engineer.
n. Keep daily communication or as required with City staff and subconsultants per assignment.

o. Aid with any development of projects for the City in the following ways:

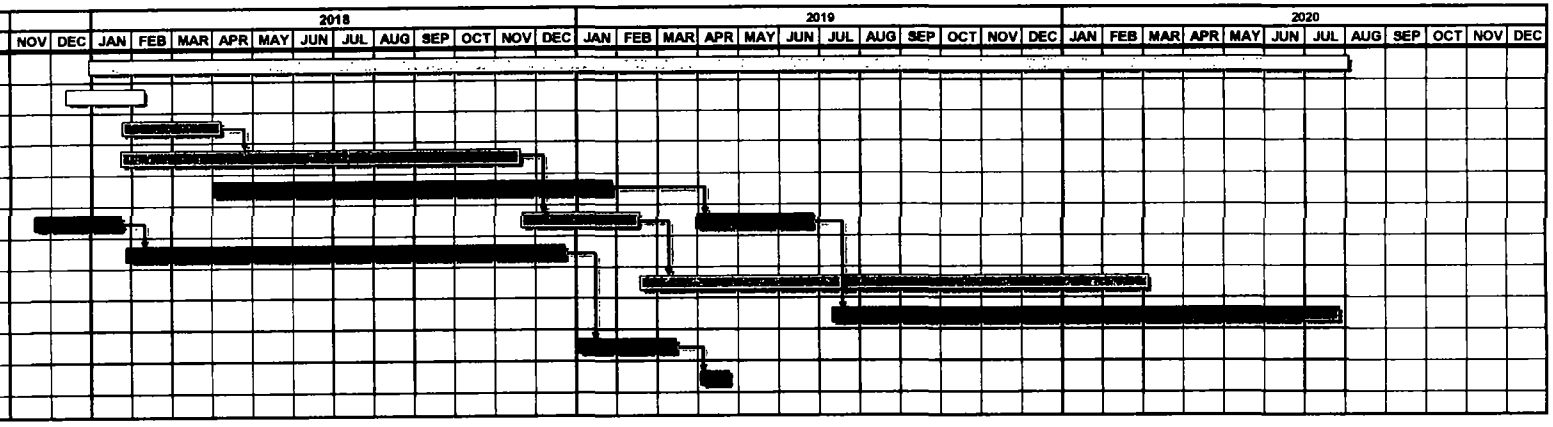
- Design development
- Constructability reviews
- Estimates
- Plan checking
- Plan reviewing
- Site visits
- Analyses
- Maintenance management plans
- Master plans
- Environmental analysis
- Post-design services
- Surveying services
- Traffic engineering services
- Landscape design services
- Attend City meetings as requested

p. Other duties as may be required by City staff for these types of services.

Wastewater Project
Schedule Exhibit B

ITEM #D-4

Task	Sub Task
2	PROJECT MANAGEMENT
3	PRELIMINARY INVESTIGATIONS
7	FINAL DESIGN OF EMERGENCY REPAIRS PROJECTS (PHASE 1)
8	FINAL DESIGN OF PHASE 2 ACCELERATED PROJECTS
8	FINAL DESIGN OF REMAINING PHASE 2 IMPROVEMENTS
12	BID PHASE ASSISTANCE
13	ENGINEERING SERVICES DURING CONSTRUCTION (Year 1 Projects)
13	ENGINEERING SERVICES DURING CONSTRUCTION (Year 2 Projects)
13	ENGINEERING SERVICES DURING CONSTRUCTION (Year 3 - 5 Projects)
15	STARTUP, COMMISSIONING AND TRAINING SERVICES
16	POST CONSTRUCTION SERVICES



PHASE 1 [redacted]

- Cogeneration Units Refurbishment (2 units)
- Primary Clarifiers Upgrades
- Chemically Enhanced Primary Treatment
- Biotowers Reinforcement
- Belt Filter Press Replacement (2 Units)
- Laboratory HVAC replacement
- Headworks - Covers and Ventilation Modifications

PHASE 2 ACCELERATED PROJECTS

- Emergency Generator and Main Electrical Building
- Site Security Upgrades
- Maintenance Storage Building
- Motor Control Centers Replacements

PHASE 2 REMAINING PROJECTS

- Headworks Odor Control Improvements
- Aeration Basins - Air Supply Improvements
- Inter-stage Pump Station Improvements
- Effluent Pump Station Improvements
- Anaerobic Digestion Improvements
- Cogeneration Units Refurbishment (1 Unit)
- Belt Filter Press Replacement (2 Units)
- Site Piping Replacements
- SCADA System Upgrade

WATER PROJECTS
SCHEDULE EXHIBIT B

ITEM #D-4

		2014							2015												2016						
Task	Description	NTP	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
0.	Project Management	Date																									
0.1	Prepare Project Charter		NTP	X																							
0.2	Prepare Project Plan			X																							
0.3	Prepare Monthly Progress Reports/Earned Value			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
0.4	Project Management and QA/QC			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
1	Plan/Operations																										
1.1	Project/Agency Meetings			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
1.2	Management Meetings			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
1.3	Management and Support			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
2	Water Efficiency Management																										
2.1	Update Water Conservation Program			X	X	D	F																				
2.2	Water Conservation Program Management			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
2.3	Water Supply Management			X	D	F																					
2.4	Water Quality Management			X	D	F																					
2.5	Update Public Health Goals (Phase 2)																	X	D	F							
2.6	Update Landscape Standards & Landscape Audits (Phase 2)														X	X	X	X	X	X							
3	Permitting																										
3.1	Regulatory Status Assessment			X	D	F																					
3.2	Regulatory Meetings			X	X																						
3.3	Environmental Management System (Phase 2)																X	D	F								
4.	Pipeline Maintenance																										
4.1	Blending Station No. 1 Booster Optimization Study			X	X	D	F																				
4.2	Blending Station No. 7					X	D	F																			
4.3D	Channel Islands CIP Negotiation Support				X	X	X																				
4.4	O-H Pipeline Contract Negotiation Support		X	X	X	X	X	X	X	X	X	X	X	X													
4.5	Emergency Water Supply Connections				X	X	D	F																			
4.6	Ocean Valve Emergency Supply			X	D	F																					
4.7	Conard Conduit Condition Assessments (MP Assessment Complete in 11/14)							X	X	D	F																
4.8	AMR Replacement (Coordinate with MP)				X	X	D	F	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
4.9	Bypass Pipe Survey				X	D	F																				
4.10	Spare Parts/Maintenance			X	X	D	F																				
4.11	Security Assessment and Improvements				X	X	D	F																			
4.12	Emergency Project Implementation			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
4.13	Flushing Program (Phase 2)														X	X	X	D	F								
4.14	Infrastructure Reviews (Phase 2)														X	X	X	X	X	X	X	X	X	X	X	X	X
4.15	Water Campus Master Plan Update (Phase 2)										X	X	X	X	D	F											
4.16	Valve Exercising Program (Phase 2)														X	X	X	D	F								
4.17	Chanslui Building II (Phase 2)											X	X	D	F												
4.18	SB No. 2 Improvements (Phase 2)																X	X	X	D	F						
4.19	Coordinate CIMMS MP CMMS Complete in 9/15) - Phase 2																	X	X	X	X	X	X	X	X	X	X
5.	Implementation																										
5.1	Review and Update Health and Safety Procedures				X	X	X	X	X	X	X	X	X	X													
5.2	Operations and Maintenance Manuals				X	X	X	X	D	F																	
5.3	Admin Procedures (Joint recommendations)				X	D	F																				
5.4	Update Records Keeping Procedures				X	D	F																				
5.5	Organization Study			X	X	D	F																				
5.6	Develop Training Program			X	X	X	X	D	F																		
5.7	Procurement Documents				X	X	D	F																			
6	Support																										
6.1	Review of Water Division Agreements			X	X	D	F																				
6.2	Implementation of Recordkeeping Procedures						X	X	X	X	X																
6.3	Develop Operating Budget									X	X	X	X	X													
7	Transition																										
7.1	Preparation of Transition Plan									X	X	X	X	X													

NOTES:

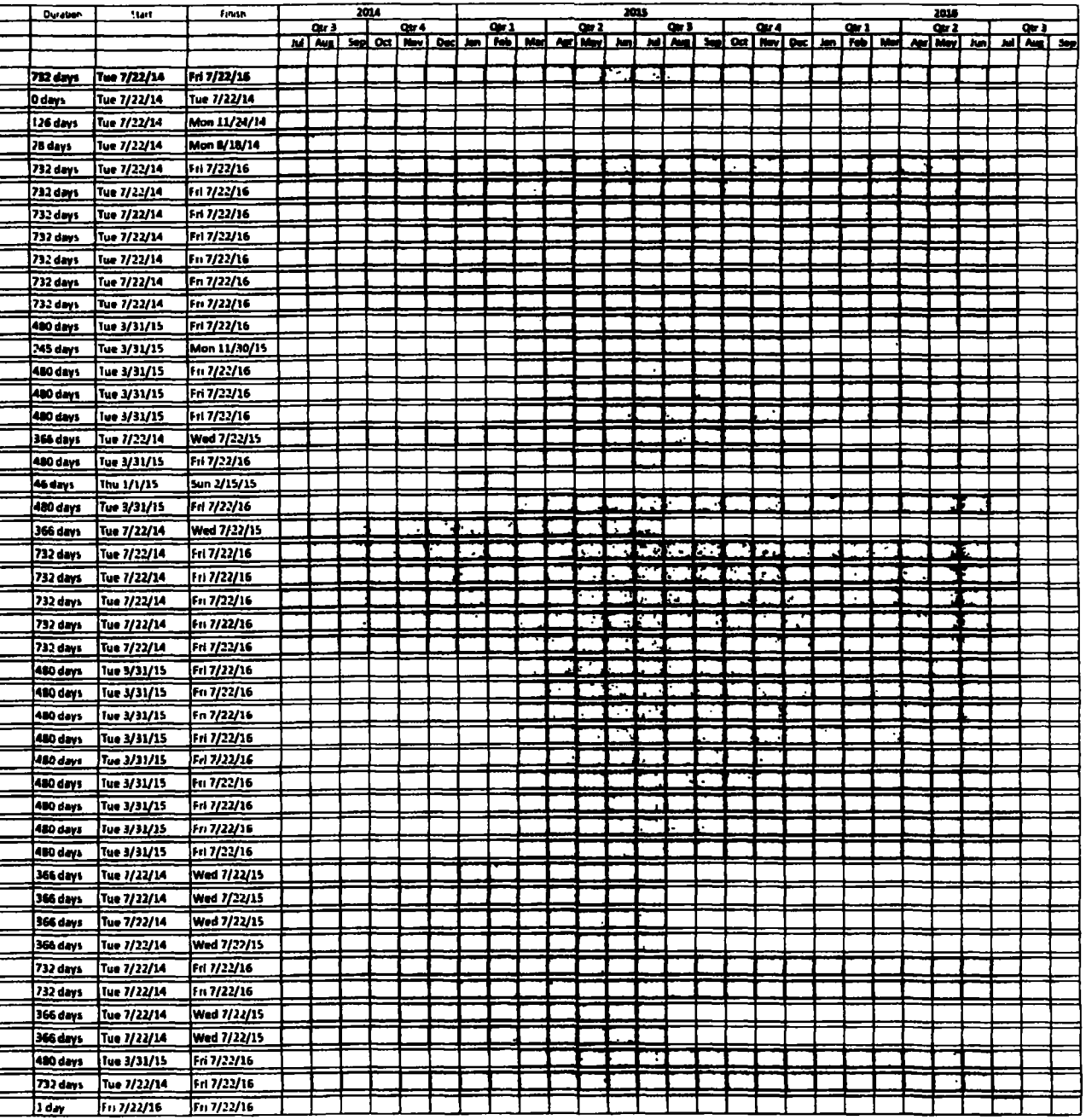
- NTP — Notice To Proceed
- X — Task Execution
- D — Draft Deliverable
- F — Final Deliverable

WATER PROJECTS
SCHEDULE EXHIBIT B-1

Project Schedule
Oxnard Water Operations
Amendment No. 1, Phase 2 Services

ITEM #D-4

Task Name	Duration	Start	Finish
Amendment No 1 (Phase II and "new" items)			
Water Operations Support	**732 days**	**Tue 7/22/14**	**Fri 7/22/16**
City Council Award Contract	0 days	Tue 7/22/14	Tue 7/22/14
0.1 Project Charter (Phase I)	126 days	Tue 7/22/14	Mon 11/24/14
0.2 Project Plan (Phase I)	28 days	Tue 7/22/14	Mon 8/18/14
0.3 - Prepare Monthly Progress Reports (Phase I & II)	732 days	Tue 7/22/14	Fri 7/22/16
0.4 PM and QA/QC Coordination (Phase I & II)	732 days	Tue 7/22/14	Fri 7/22/16
1.1 - Project/Agency Mtgs/Coordination (Phase I & II)	732 days	Tue 7/22/14	Fri 7/22/16
1.2 Management Mtgs/Coordination (Phase I & II)	732 days	Tue 7/22/14	Fri 7/22/16
1.3 - Operations Support (Phase I & II)	732 days	Tue 7/22/14	Fri 7/22/16
2.1 - Water Conservation Program Support (Phase I & II)	732 days	Tue 7/22/14	Fri 7/22/16
2.2 Water Supply Management (Phase I & II)	732 days	Tue 7/22/14	Fri 7/22/16
2.3 - Hardness Feasibility Evaluation (Phase II)	480 days	Tue 3/31/15	Fri 7/22/16
2.7 VC Rule (new)	245 days	Tue 3/31/15	Mon 11/30/15
2.8 Internship Program Development (new)	480 days	Tue 3/31/15	Fri 7/22/16
2.9 AWPF Exhibit and Outreach Support (new)	480 days	Tue 3/31/15	Fri 7/22/16
2.10 - Urban Water Management Plan (new)	480 days	Tue 3/31/15	Fri 7/22/16
3.1 - Regulatory Status Assessment (Phase I)	366 days	Tue 7/22/14	Wed 7/22/15
3.3 Environmental Management System (Phase II)	480 days	Tue 3/31/15	Fri 7/22/16
3.4 Update CalARP for Aqueous Ammonia System (new)	46 days	Thu 1/1/15	Sun 2/15/15
3.5 Hazardous Materials Assessment and Disaster Plan (new)	480 days	Tue 3/31/15	Fri 7/22/16
4.1 BS No 1 Desalter Optimization (Phase I)	366 days	Tue 7/22/14	Wed 7/22/15
4.2 Blending Station No. 7 (Phase I)	732 days	Tue 7/22/14	Fri 7/22/16
4.3 AMR Replacement (Phase I & II)	732 days	Tue 7/22/14	Fri 7/22/16
4.4 Bypass Pipe Survey (Phase I)	732 days	Tue 7/22/14	Fri 7/22/16
4.5 Spare Parts/Maintenance (Phase I)	732 days	Tue 7/22/14	Fri 7/22/16
4.6 - Emergency/Immediate Needs Projects (Phase I & II)	732 days	Tue 7/22/14	Fri 7/22/16
4.9 - Emergency Water Supply Connection - Ventura	480 days	Tue 3/31/15	Fri 7/22/16
4.13 Flushing Program (Phase II)	480 days	Tue 3/31/15	Fri 7/22/16
4.14 Infrastructure Reviews (Phase II)	480 days	Tue 3/31/15	Fri 7/22/16
4.15 - Water Campus Site Grading, Paving and Drainage (Phase II)	480 days	Tue 3/31/15	Fri 7/22/16
4.16 Valve Exercising Program (Phase II)	*480 days*	*Tue 3/31/15*	*Fri 7/22/16*
4.17 - Chemical Building No 3 (Phase II)	480 days	Tue 3/31/15	Fri 7/22/16
4.19 CMMS Support and System-wide Condition Assessment (Phase II)	480 days	Tue 3/31/15	Fri 7/22/16
4.20 Emergency Response Plan Update (new)	480 days	Tue 3/31/15	Fri 7/22/16
4.21 - Water Operations Water Supply Planning Tool (new)	480 days	Tue 3/31/15	Fri 7/22/16
5.1 Review/Update H&S Procedures (Phase I & II)	366 days	Tue 7/22/14	Wed 7/22/15
5.2 O&M Manuals (Phase I & II)	366 days	Tue 7/22/14	Wed 7/22/15
5.3 Admin Procedures (Phase I)	366 days	Tue 7/22/14	Wed 7/22/15
5.4 - Records Keeping Procedures (Phase I)	366 days	Tue 7/22/14	Wed 7/22/15
5.5 Organization Study (Phase I)	732 days	Tue 7/22/14	Fri 7/22/16
5.6 Develop Training Program (Phase I & II)	732 days	Tue 7/22/14	Fri 7/22/16
5.7 - Procurement Documents (Phase I)	366 days	Tue 7/22/14	Wed 7/22/15
6.1 Water Division Agreements (Phase I)	366 days	Tue 7/22/14	Wed 7/22/15
6.2 Implementation of Recordkeeping Procedures (Phase II)	480 days	Tue 3/31/15	Fri 7/22/16
7.1 Preparation of Transition Plan (Phase I)	732 days	Tue 7/22/14	Fri 7/22/16
End of Contract	1 day	Fri 7/22/16	Fri 7/22/16



AECOM A-7815
On-Call Civil Engineering Services

SCHEDULE

EXHIBIT B

All work shall be completed in accordance with the schedule the City provides in the task order or by other written document.

Task	Description	Amendment 2 Hours (hr)	Amendment 2 Total Cost ($)
0.0	PROJECT MANAGEMENT - RATE STUDY SUPPORT	-	-
1.0	CONCEPTUAL PLAN AND RATE STUDY SUPPORT	-	-
2.0	PROJECT MANAGEMENT	1,424	$286,287
3.0	PRELIMINARY INVESTIGATIONS	80	$111,200
4.0	PERMITTING	-	-
5.0	RIGHT OF WAY ACQUISITION SERVICES	-	-
6.0	PRELIMINARY DESIGN OF PHASE 1 AND 2 IMPROVEMENT PROJECTS	-	-
7.0	FINAL DESIGN OF EMERGENCY REPAIRS PROJECTS (PHASE 1)	304	$44,960
8.0	FINAL DESIGN OF RELIABILITY IMPROVEMENTS (PHASE 2)	25,968	$4,156,530
9.0	DESIGN DEVELOPMENT OF PLANT CONVERSION AND UPGRADES (PHASE 3)	-	-
10.0	PILOT STUDY FOR MEMBRANE BIOREACTOR PROCESS	-	-
11.0	FINAL DESIGN OF PLANT CONVERSION (PHASE 3)	-	-
12.0	BID PHASE ASSISTANCE	640	$110,324
13.0	ENGINEERING SERVICES DURING CONSTRUCTION	5,396	$900,811
14.0	POST DESIGN SERVICES	-	-
15.0	STARTUP, COMMISSIONING AND TRAINING SERVICES	592	$102,458
16.0	POST CONSTRUCTION SERVICES	408	$72,727
	Total	34,812	$ 5,785,297

All costs for specific tasks are approximations.
Funds may be moved by the Project Manager
and Consultant's delegee from one task to another.

WATER PROJECTS
COSTS EXHIBIT C

ITEM #D-4

Task	Description	Principal		Senior II		Senior I		Associate		CADD		Admin		Sub - [illegible]	Sub - [illegible]	ODCs	Total		Phase 1	Phase 2
		Hours	$	Hours	$	Hours	$	Hours	$	Hours	$	Hours	$	$	$	$	Hours	$		
0	Project Management																			
0.1	Prepare Project Charter	24	$ 5,472	24	$ 4,584	0	$ -	16	$ 2,224	0	$ -	12	$ 888	$ -	$ -	$ 365	76	$ 13,533	$ 13,533	
0.2	Prepare Project Plan	80	$ 18,240	40	$ 7,640	0	$ -	0	$ -	0	$ -	20	$ 1,480	$ -	$ -	$ 821	140	$ 28,181	$ 28,181	
0.3	Prepare Monthly Progress Reports/Earned V	0	$ -	192	$ 36,672	0	$ -	192	$ 26,688	0	$ -	0	$ -	$ -	$ -	$ 1,901	384	$ 65,261	$ 32,630	$ 32,630
0.4	Project Management and QA/QC Coordinat	80	$ 18,240	416	$ 79,456	0	$ -	0	$ -	0	$ -	192	$ 14,208	$ -	$ 63,534	$ 3,267	1,288	$ 198,705	$ 99,195	$ 99,359
1	Plan Collection/Participation																			
1.1	Project/Agency Meetings and Coordination	0	$ -	208	$ 39,728	0	$ -	0	$ -	0	$ -	0	$ -	$ -	$ -	$ 1,192	208	$ 40,920	$ 20,460	$ 20,460
1.2	Mangement Meetings and Coordination	0	$ -	208	$ 39,728	0	$ -	0	$ -	0	$ -	0	$ -	$ -	$ -	$ 1,192	208	$ 40,920	$ 20,460	$ 20,460
1.3	Management and Support	0	$ -	1248	$ 238,368	0	$ -	0	$ -	0	$ -	192	$ 14,208	$ -	$ -	$ 7,577	1,440	$ 260,153	$ 130,077	$ 130,077
2	Water Resources Management																			
2.1	Water Conservation Program Support	80	$ 18,240	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	$ 115,619	$ -	$ 410	768	$ 133,610	$ 66,805	$ 66,805
2.2	Water Supply Management	30	$ 6,840	56	$ 10,696	56	$ 14,110	60	$ 8,340	0	$ -	20	$ 1,480	$ -	$ -	$ 1,026	232	$ 42,513	$ 42,513	
2.3	Water Quality Management	30	$ 6,840	56	$ 10,696	56	$ 14,110	60	$ 8,340	0	$ -	20	$ 1,480	$ -	$ -	$ 1,026	232	$ 42,513		$ 42,513
2.4	Update Water Conservation Plan	40	$ 9,120	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	$ 98,288	$ -	$ 274	584	$ 108,744		$ 108,744
2.5	Update Public Health Goals	16	$ 3,648	20	$ 3,820	20	$ 5,200	0	$ -	0	$ -	20	$ 1,480	$ -	$ -	$ 617	356	$ 17,765		$ 17,765
2.6	Update Landscape Standards & Landscape	40	$ 9,120	40	$ 7,640	120	$ 21,660	0	$ -	60	$ 7,020	20	$ 1,480	$ 23,288	$ -	$ 1,422	440	$ 72,561		$ 72,561
3	Permitting																			
3.1	Regulatory Status Assessment	0	$ -	16	$ 3,056	0	$ -	0	$ -	0	$ -	0	$ -	$ -	$ 33,440	$ 92	216	$ 36,588	$ 36,588	
3.2	Regulatory Meetings	0	$ -	16	$ 3,056	0	$ -	0	$ -	0	$ -	0	$ -	$ -	$ 5,016	$ 92	48	$ 8,164		$ 8,164
3.3	Environmental Management System	0	$ -	16	$ 3,056	0	$ -	0	$ -	0	$ -	0	$ -	$ -	$ 77,088	$ 92	408	$ 80,236		$ 80,236
4	Implementation																			
4.1	Blending Station No. 1 Desalter Optimizatio	120	$ 27,360	192	$ 36,672	160	$ 28,880	240	$ 33,288	60	$ 7,020	20	$ 2,280	$ -	$ 7,288	$ 3,018	776	$ 131,342	$ 131,342	
4.2	Blending Station No. 7	40	$ 9,120	32	$ 6,112	160	$ 28,880	160	$ 20,880	40	$ 5,280	0	$ -	$ -	$ -	$ 2,056	432	$ 70,568	$ 70,568	
4.3	AMR Replacement	32	$ 7,296	40	$ 7,640	512	$ 84,992	0	$ -	0	$ -	60	$ 4,440	$ -	$ -	$ 3,131	644	$ 107,499	$ 53,750	$ 53,750
4.4	Bypass Pipe Survey	12	$ 2,736	16	$ 3,056	40	$ 6,640	40	$ 5,280	0	$ -	24	$ 1,776	$ -	$ -	$ 853	132	$ 20,361	$ 20,361	
4.5	Spare Parts/Maintenance	40	$ 9,120	32	$ 6,112	60	$ 9,960	160	$ 22,240	0	$ -	40	$ 2,960	$ -	$ 7,288	$ 1,012	372	$ 58,296	$ 58,296	
4.6	Emergency Project Implementation	320	$ 73,000	240	$ 46,840	680	$ 107,880	640	$ 73,080	480	$ 56,400	84	$ 6,216	$ -	$ -	$ 11,160	2,284	$ 383,176	$ 191,578	$ 191,578
4.7	Channel Islands CBD Negotiation Support	8	$ 1,824	16	$ 3,056	24	$ 3,984	0	$ -	0	$ -	8	$ 592	$ -	$ -	$ 284	56	$ 9,740		$ 9,740
4.8	O-H Pipeline Contract Negotiation Support	20	$ 4,560	80	$ 15,280	40	$ 6,640	40	$ 5,280	12	$ 1,584	20	$ 1,480	$ -	$ -	$ 1,853	212	$ 36,157		$ 36,157
4.9	Emergency Water Supply Connections	24	$ 5,472	32	$ 7,288	40	$ 6,640	60	$ 8,035	20	$ 2,640	12	$ 888	$ -	$ -	$ 608	200	$ 32,591		$ 32,591
4.10	Ocean Valve Emergency Supply	8	$ 1,824	24	$ 4,584	0	$ -	60	$ 8,340	0	$ -	8	$ 592	$ -	$ -	$ 480	100	$ 15,800		$ 15,800
4.11	Oxnard Conduit Condition Assessments	120	$ 27,360	40	$ 7,640	160	$ 19,880	0	$ -	20	$ 2,640	12	$ 888	$ -	$ -	$ 1,753	312	$ 60,261		$ 60,261
4.12	Security Assessment and Improvements	120	$ 27,360	32	$ 6,112	40	$ 6,640	80	$ 13,208	0	$ -	24	$ 1,776	$ -	$ -	$ 1,676	316	$ 57,533		$ 57,533
4.13	Flushing Program	80	$ 18,240	80	$ 15,280	160	$ 28,880	110	$ 18,260	40	$ 5,280	24	$ 1,776	$ -	$ -	$ 2,195	494	$ 75,371		$ 75,371
4.14	Infrastructure Reviews	32	$ 7,296	100	$ 19,100	120	$ 19,880	120	$ 15,840	20	$ 2,640	8	$ 592	$ -	$ -	$ 1,020	408	$ 66,571		$ 66,571
4.15	Water Campus Master Plan Update	100	$ 22,800	80	$ 15,280	280	$ 43,120	160	$ 25,020	80	$ 8,800	32	$ 2,368	$ -	$ -	$ 3,618	732	$ 120,734		$ 120,734
4.16	Valve Exercising Program	80	$ 18,240	80	$ 15,280	280	$ 43,120	280	$ 38,920	60	$ 6,600	16	$ 1,184	$ -	$ -	$ 3,768	760	$ 128,277		$ 128,277
4.17	Chemical Building III	40	$ 10,360	40	$ 8,680	110	$ 16,940	160	$ 25,020	80	$ 11,880	16	$ 1,184	$ -	$ -	$ 2,580	466	$ 77,607		$ 77,607
4.18	BS No. 2 Improvements	40	$ 10,360	60	$ 11,460	80	$ 14,840	160	$ 20,880	50	$ 6,600	12	$ 888	$ -	$ -	$ 1,880	407	$ 66,948		$ 66,948
4.19	Coordinate CMMS	60	$ 13,680	80	$ 8,880	0	$ -	160	$ 20,880	0	$ -	40	$ 2,960	$ -	$ -	$ 1,411	380	$ 48,451		$ 48,451
5	Orientation Collection																			
5.1	Review and Update Health and Safety Prog	80	$ 18,240	20	$ 3,820	0	$ -	0	$ -	0	$ -	0	$ -	$ -	$ 134,687	$ 719	570	$ 158,839	$ 79,419	$ 79,419
5.2	Operations and Maintenance Manuals	80	$ 21,880	200	$ 40,880	320	$ 58,160	440	$ 51,160	60	$ 7,920	80	$ 4,440	$ -	$ 38,088	$ 6,088	1,448	$ 244,576	$ 122,288	$ 122,288
5.3	Admin Procedures (joint recommendations)	80	$ 13,680	80	$ 11,480	80	$ 13,360	120	$ 16,680	0	$ -	40	$ 2,960	$ -	$ 4,884	$ 1,748	380	$ 64,888	$ 64,888	
5.4	Update Records (Gaging Procedures	20	$ 4,560	80	$ 11,480	120	$ 19,880	0	$ -	0	$ -	40	$ 2,960	$ -	$ 4,884	$ 1,167	284	$ 44,951	$ 44,951	
5.5	Organization Study	80	$ 20,520	32	$ 6,112	80	$ 14,840	0	$ -	0	$ -	24	$ 1,776	$ -	$ 4,884	$ 1,200	280	$ 49,932	$ 49,932	
5.6	Develop Training Program	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	0	$ -	$ -	$ 157,744	$ -	920	$ 157,744	$ 78,872	$ 78,872
5.7	Procurement Documents	80	$ 13,680	80	$ 11,480	120	$ 19,880	0	$ -	0	$ -	36	$ 2,220	$ -	$ 4,884	$ 1,418	396	$ 53,562	$ 53,562	
6	Support																			
6.1	Review Water Division Agreements	16	$ 3,420	40	$ 7,640	40	$ 6,640	60	$ 8,340	0	$ -	24	$ 1,776	$ -	$ -	$ 824	180	$ 28,680	$ 28,680	
6.2	Implementation of Recordkeeping Procedur	8	$ 1,824	32	$ 6,112	0	$ -	120	$ 16,680	0	$ -	120	$ 8,880	$ -	$ -	$ 1,008	280	$ 34,501		$ 34,501
6.3	Develop Operating Budget	80	$ 13,680	120	$ 22,920	160	$ 28,880	0	$ -	0	$ -	20	$ 1,480	$ -	$ -	$ 1,038	380	$ 68,578		$ 68,578
7	Transition																			
7.1	Preparation of Transition Plan	40	$ 9,120	40	$ 7,640	80	$ 9,960	0	$ -	0	$ -	24	$ 1,776	$ -	$ -	$ 865	184	$ 28,361	$ 28,361	
	Total	2287	$ 507,786	4467	$ 853,187	4236	$ 703,176	3682	$ 504,252	1052	$ 138,864	1330	$ 98,480	$ 239,288	$ 551,557	$ 64,171	21,700	$ 3,080,722	$ 1,283,389	$ 1,128,333

All costs for specific tasks are approximations.
Funds may be moved by the Project Manager
and Consultant's delegee from one task to another.

WATER PROJECTS
COSTS EXHIBIT C-1

Oxnard Water Operations

Amendment No.1, Phase 2 Services

Rev: 3/05/2015
ITEM #D-4 Printed: 4/9/2015

Task	SubTask	SubTask	Description		Principal	Senior II	Senior I	Associate	CADD	Admin	Labor	Sub-SMS	Sub-KEH	ODCs	Total	
0.0			**Program Management**													$ 187,581
	0.3		Monthly Progress Reports/Earned Value	hr	36	0	0	144	0	48					228	
				$	$8,454	$0	$0	$20,616	$0	$3,659	$32,729			$ 2,782		$ 35,511
	0.4		Project Management and QA/QC Co-ordination	hr	245	0	0	480	0	163					888	
				$	$57,536	$0	$0	$70,153	$0	$12,449	$ 140,138			$ 11,912		$ 152,050
1.0			**Plant Operations Coordination**													$ 205,162
	1.1		Project Agency Meetings	hr	48	0	0	96	0	24					168	
				$	$11,272	$0	$0	$13,744	$0	$1,829	$ 26,846			$ 2,282		$ 29,128
	1.2		Management Meetings	hr	72	0	0	120	0	24					216	
				$	$16,908	$0	$0	$17,160	$0	$1,829	$ 35,918			$ 3,053		$ 38,971
	1.3		Management and Support	hr	288	0	0	384	0	48					720	
				$	$67,634	$0	$0	$54,977	$0	$3,659	$ 126,270			$ 10,733		$ 137,003
2.0			**Water Resources Management**													$ 647,744
	2.1		Water Conservation Program Support	hr	4	0	0	8	0	2					14	
				$	$939	$0	$0	$1,146	$0	$152	$ 2,237	$ 22,475		$ 3,661		$ 28,273
	2.2		Water Supply Management	hr	20	0	0	40	0	10					70	
				$	$4,697	$0	$0	$5,727	$0	$762	$ 11,186	$ 229,890		$ 35,434		$ 276,510
	2.3		Hardness Feasibility Evaluation	hr	16	48	0	100	0	20					184	
				$	$3,757	$9,443	$0	$14,317	$0	$1,524	$ 29,042			$ 2,469		$ 31,511
	2.7		VC Rule	hr	4	0	0	8	0	2					14	
				$	$939	$0	$0	$1,146	$0	$152	$ 2,237	$ 42,146		$ 6,512		$ 50,894
	2.8		Internship Program Development	hr	80	100	140	160	0	40					520	
				$	$18,787	$19,673	$23,937	$22,907	$0	$3,049	$ 88,353			$ 7,510		$ 95,863
		2.8.1	*Utilities & Engineering: Water Division*	hr	16	20	28	32	0	8					104	
				$	$3,757	$3,935	$4,787	$4,581	$0	$610	$ 17,671			$ 1,502		$ 19,173
		2.8.2	*Utilities & Engineering: Wastewater Division*	hr	16	20	28	32	0	8					104	
				$	$3,757	$3,935	$4,787	$4,581	$0	$610	$ 17,671			$ 1,502		$ 19,173
		2.8.3	*Utilities & Engineering: Environmental Compliance*	hr	16	20	28	32	0	8					104	
				$	$3,757	$3,935	$4,787	$4,581	$0	$610	$ 17,671			$ 1,502		$ 19,173
		2.8.4	*Utilities & Engineering: Engineering & Maintenance Division*	hr	16	20	28	32	0	8					104	
				$	$3,757	$3,935	$4,787	$4,581	$0	$610	$ 17,671			$ 1,502		$ 19,173
		2.8.5	*Design and Construction Services*	hr	16	20	28	32	0	8					104	
				$	$3,757	$3,935	$4,787	$4,581	$0	$610	$ 17,671			$ 1,502		$ 19,173
	2.9		AWPF Exhibit and Outreach Support	hr	74	0	0	148	0	37					259	
				$	$17,378	$0	$0	$21,189	$0	$2,820	$ 41,387			$ 3,518		$ 44,905
	2.10		2015 Urban Water Management Plan	hr	20	0	0	40	0	10					70	
				$	$4,697	$0	$0	$5,727	$0	$762	$ 11,186	$ 93,610		$ 14,982		$ 119,788
3.0			**Permitting**													$ 188,111
	3.3		Environmental Management System	hr	8	24	0	12	0	0					44	
				$	$1,879	$4,722	$0	$1,718	$0	$0	$ 8,318		$ 70,080	$ 11,219		$ 89,617
	3.4		Update Accidental Release Program for Aqueous Ammonia Sys.	hr	8	16	0	12	0	0					36	
				$	$1,879	$3,148	$0	$1,718	$0	$0	$ 6,744		$ 24,605	$ 4,284		$ 35,613

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WATER PROJECTS
COSTS EXHIBIT C-1

Oxnard Water Operations

Amendment No.1, Phase 2 Services

Rev: 3/05/2015
Printed: 4/9/2015

ITEM #D-4

Task	SubTask	SubTask	Description		Principal	Senior II	Senior I	Associate	CADD	Admin	Labor	Sub-BNS	Sub-KEH	ODCs	Total	
	3.5		Hazardous Materials Assessment Plan & Disaster Plan	hr	16	160	0	136	24	24					360	
				$	$3,757	$31,477	$0	$19,471	$3,263	$1,829	$ 59,798			$ 5,083		$ 64,880
4.0			Plant Optimization													$ 1,120,723
	4.3		AMR Replacement	hr	16	48	80	160	0	28					332	
				$	$3,757	$9,443	$13,678	$22,907	$0	$2,134	$ 51,920			$ 4,413		$ 58,333
	4.6		Immediate Needs Projects	hr	60	120	240	480	280	40					1200	
				$	$14,090	$23,608	$41,035	$68,722	$35,360	$3,048	$ 185,853			$ 15,798		$ 201,651
	4.9		Emergency Water Supply Connection - Ventura	hr	22	28	39	44	88	11					231	
				$	$5,166	$5,410	$6,583	$6,269	$11,964	$836	$ 36,282			$ 3,062		$ 39,344
	4.13		Flushing Program	hr	32	0	160	240	40	24					496	
				$	$7,515	$0	$27,357	$34,361	$5,436	$1,829	$ 76,500			$ 6,503		$ 83,003
	4.14		Infrastructure Reviews	hr	60	80	160	240	80	48					648	
				$	$14,090	$15,739	$27,357	$34,361	$8,158	$3,659	$ 103,363			$ 8,786		$ 112,148
	4.15		Water Campus Site, Grading and Paving Plan	hr	48	80	120	360	200	32					840	
				$	$11,272	$15,738	$20,518	$51,541	$27,192	$2,439	$ 128,701			$ 10,940		$ 139,640
	4.16		Valve Exercising Program	hr	32	60	80	160	40	24					396	
				$	$7,515	$11,804	$13,678	$22,907	$5,436	$1,829	$ 63,172			$ 5,370		$ 68,542
	4.17		Chemical Building III	hr	48	80	160	280	280	48					816	
				$	$11,272	$15,738	$27,357	$40,088	$27,192	$3,659	$ 125,306			$ 10,651		$ 135,957
	4.19		CMMS Support and Condition Assessments	hr	60	120	160	240	160	32					792	
				$	$14,090	$23,608	$27,357	$34,361	$24,473	$2,439	$ 126,327			$ 10,738		$ 137,065
	4.20		Emergency Response Plan Update	hr	24	60	100	240	0	40					464	
				$	$5,636	$15,738	$17,098	$34,361	$0	$3,048	$ 75,882			$ 6,450		$ 82,332
	4.21		Water Operations Water Supply Planning Tool	hr	54	68	95	108	0	27					351	
				$	$12,681	$13,279	$16,158	$15,462	$0	$2,058	$ 59,639			$ 5,069		$ 64,708
5.0			Organization Support													$ 383,709
	5.1		Review and Update Health and Safety Procedures	hr	12	0	32	20	0	6					70	
				$	$2,818	$0	$5,471	$2,863	$0	$457	$ 11,610		$ 61,335	$ 10,187		$ 83,132
	5.2		Operations and Maintenance (O&M) Manuals	hr	48	130	178	220	30	30					633	
				$	$11,158	$25,575	$29,822	$31,497	$4,079	$2,287	$ 104,514		$ 17,784	$ 11,547		$ 133,815
	5.6		Develop Training Program	hr											0	
				$	$0	$0	$0	$0	$0	$0	$0		$ 86,759			$ 86,759
6.0			Support													$ 47,357
	6.2		Implementation of Records Keeping Procedures	hr	8	32	0	120	0	240					400	
				$	$1,879	$6,295	$0	$17,180	$0	$18,293	$ 43,647			$ 3,710		$ 47,357
			Total								$1,815,085	$ 368,120	$ 260,533	$250,056	11,490	$ 2,702,304

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All costs for specific tasks are approximations.
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and Consultant's delegee from one task to another.

On-Call Civil Engineering Services Costs Exhibit C

All work shall be paid in accordance with the Hourly Rate Schedule for Professional Services, which is available in Exhibit D.

All costs for specific tasks are approximations.
Funds may be moved by the Project Manager
and Consultant's delegee from one task to another.

AECOM
HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES

Engineers, Planners, Architects, Scientists:

Intern	$65.00/hr
Technician	$85.00/hr
Engineer I/Specialist I	$99.00/hr
Engineer II/Specialist II	$115.00/hr
Engineer III/Specialist III	$130.00/hr
Engineer IV	$140.00/hr
Engineer V	$155.00/hr
Engineer VI	$170.00/hr
Engineer VII	$185.00/hr
Engineer VIII	$200.00/hr
Project Manager I/Senior Engineer I	$210.00/hr
Project Manager II/Senior Engineer II	$225.00/hr
Project Manager III/Senior Engineer III	$240.00/hr
Project Manager IV/Senior Engineer IV	$250.00/hr
Principal/Principal Engineer	$260.00/hr

Construction Administration Personnel:

Resident Project Representative	$139.00/hr
Senior Resident Project Representative	$162.00/hr
Resident Engineer	$198.00/hr
Construction Services Manager	$250.00/hr

Technical Support Staff:

Clerical/General Office	$85.00/hr
Administrative Specialist	$104.00/hr
Drafter/CADD Technician	$87.00/hr
Assistant CADD Operator	$108.00/hr
Designer/CADD Operator	$122.00/hr
Senior Designer/Design CADD Operator	$142.00/hr
Design/CADD Supervisor	$160.00/hr

Direct Project Expenses

Subcontracted Services/Reproduction	Cost + 12%
Subcontracted or Subconsultant Services	Cost + 12%

Fee schedule will be in effect from January 1, 2018 through December 31, 2020. Rates for additional classifications not identified above will be submitted to the client for approval to work on a task order

The prices listed above shall be effective through the term of this Agreement. If AECOM wishes to amend its prices, it shall notify the City in writing by August 1st of each year of the prices effective that following November 15th. By October 1st, the City's Purchasing Agent may authorize continuing the Agreement at the new prices, terminate the Agreement, or continue the Agreement at other negotiated prices.

Appropriation of Funds for Wastewater Treatment Reliability Projects AECOM A-7815

Public Works & Transportation Committee
January 14, 2020

RECOMMENDATION

- That the Public Works and Transportation Committee recommend City Council authorize an appropriation from the Wastewater Treatment Operating Fund 621 in the amount of $451,680 to fund agreement A-7815 with AECOM Technical Services Inc., for engineering design services for projects at the Oxnard Wastewater Treatment Plant.

2

BACKGROUND

- AECOM provides the City of Oxnard with civil engineering services. The City previously had two agreements with AECOM: one for the Wastewater Division and another for the Water Division.
- On December 13, 2017 (second amendment to agreement A-7815), City Council approved staff to merge the two contracts into one master agreement A-7815 for a total amount not to exceed $13,429,858.
- The breakdown of the total contract amount is:
  - $4,263,693 for Water
  - $8,916,165 for Wastewater (of which $5,785,297 was added and approved for design and post design services)
  - $250,000 for on-call engineering services

3

DISCUSSION

- On December 13, 2017, City Council approved the Second Amendment to Agreement A-7815 with AECOM in the amount of $5,785,297 for the wastewater treatment plant design and post design services. To date, $5,333,617 of the contract amount has been encumbered. The scope of the second amendment was for the design and engineering services during construction for the plant reliability projects. AECOM has completed approximately 90% of the final design of the reliability projects.
- Staff is now requesting an appropriation of $451,680 to complete the remaining wastewater design effort as well as engineering services during and after construction. This appropriation concludes the encumbrance of the remaining funds for the A-7815 AECOM agreement.

4

FINANCIAL IMPACT

- Additional funding of $451,680 is to be appropriated to fund the remaining design and post design engineering services of the listed projects for the Oxnard Wastewater Treatment Plant. After this appropriation, the FY19-20 Projected Ending Unassigned Fund Balance of the Wastewater Treatment Operating Fund (621) is $27.14 million and the Wastewater Security Contamination Fund is $1.54 million.

Project Number and Descriptions	Funding Allocations from Wastewater Treatment Operating Fund 621
Project# 186605 Primary Clarifier Rehab	$ 20,000.00
Project# 186607 Activated Sludge Tank Rehab	$ 22,584.00
Project# 186613 SCADA	$ 90,336.00
Project# 186614 Lab HVAC Unit	$ 70,336.00
Project# 186620 Headworks Rehab & Odor Control	$ 37,752.00
Project# 186621 Digesters Rehab	$ 45,168.00
Project# 186622 Interstage & Effluent Pump Station Rehab	$ 22,584.00
Project# 186624 Plant Motor Control Center Panel Replacement	$ 22,584.00
Project# 186625 Main Electrical Building Replacement	$ 22,584.00
Project# 186626 Site Piping Replacement	$ 30,000.00
Project# 186627 WW Site Security	$ 22,584.00
Project# 186628 Storage Warehouse Building	$ 45,168.00
Total recommended	$ 451,680.00

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CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.5.

DATE: January 14, 2020

TO: Public Works and Transportation Committee

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Award Solicitation PW 20-32 to Summit Air Conditioning, A-8197 for On-Call HVAC Maintenance and Repair Services (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend City Council approve and authorize the City Manager to execute Agreement No. A-8197 with Shawn Steinberg DBA Summit Air Conditioning in the amount not to exceed $200,000 for a three (3) year period for on-call Heating Ventilation and Air Conditioning (HVAC) maintenance and repair services.

BACKGROUND

On October 16, 2019, the Public Works Department released a request for bid for on-call Heating Ventilation and Air Conditioning (HVAC) maintenance and repair services for the Wastewater Division and the Advanced Water Purification Facility (AWPF). The notice inviting bids was posted to Public Purchase, Dodge Analytics, TriCo Reprographics, Bid America, Ebid Board, Vida Newspaper, and the City's website with a closure date of November 5, 2019. During the solicitation period, the City received only one responsive bid.

DISCUSSION

The Wastewater Division and AWPF utilize HVAC units (ranging from 3-20 tons) units to maintain and regulate ideal temperature conditions for temperature sensitive equipment throughout the wastewater treatment plant (25 units), AWPF (8 units) and sewage pumping stations (15 units). Temperature sensitive equipment includes assets such as variable frequency drives, programmable logic controllers, supervisory control and data acquisition, pump and motor switch gear, laboratory equipment and the fifteen wastewater sewage pumping stations located throughout the City. Due to their complexity and environmental exposure, the HVAC units for the wastewater system and the AWPF require extensive preventative maintenance and repair, and sometimes replacement. Having an on-call HVAC contract is critical to maintaining reliable and continuous operation. The Wastewater Division has maintained on-call HVAC contracts as part of normal operation for many years.

Work under this agreement will be assigned by task order. A cost proposal will be obtained for each assigned task at the contractual rates and will be approved per the contract and current City standards.

STRATEGIC PRIORITIES

This agenda item is a routing operational item and does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The three year contract will be funded from Wastewater Treatment Operating (Fund 621) and Water Operating (Fund 601) funds. There is sufficient funding available in Fiscal Year 2019/20. Funding will be included in the budgets of future Fiscal Years 2020/21 and 2021/22 in the following accounts:

Account	Division	Fiscal Year	Amount
621-6205-842-8209	Wastewater	19-20	$40,000
601-6012-842-8209	Water (AWPF)	19-20	$26,667
621-6205-842-8209	Wastewater	20-21	$40,000
601-6012-842-8209	Water (AWPF)	20-21	$26,667
621-6205-842-8209	Wastewater	21-22	$40,000
601-6012-842-8209	Water (AWPF)	21-22	$26,666
		Total	**$200,000**

Prepared by: Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. A-8197_Summit Air_PW 20-32_On-Call HVAC Maint & Repair
2. Bid Tabulation PW 20-32 ON CALL HVAC (WW)
3. Summit Air - Bid Packet PW 20-32 On-Call HVAC (WW)
4. 2020-1-14 A-8197 HVAC PPT Final

CHECKLIST FOR EXECUTION OF CONTRACT

The following documents are required of the successful Bidder within fourteen (14) Calendar Days of the City's delivery of the Contract to the Bidder:

____ Two (2) executed and notarized copies of the Contract

____ A Payment Bond in the amount of 100% of the Contract Price, along with a copy of that Bond

____ A Performance Bond in the amount of 100% of the Contract Price, along with a copy of that Bond

____ All certificates showing required insurance

____ A copy of the Contractor's City business license

Failure of the successful Bidder to provide all required documents in a complete and accurate manner within fourteen (14) Calendar Days of the City's delivery of the Contract may be grounds for the City to award the Contract to the next lowest responsible Bidder, and the successful Bidder's Bid security may be forfeited to the City as permitted by law.

In executing the above-listed documents, and all documents related to the Project, any Task, the Contract Documents or any Task Order in any way, the City requires the following:

- For a corporation or s-corporation, two signatures: (1) the Board President, CEO or Vice President, and (2) the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, two signatures, both of whom must be managers of the LLC; or
- For a partnership or limited partnership, the signatures of all partners.

If your entity has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind the Contractor.

CITY OF OXNARD CONTRACT FOR
ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES PROJECT PW 20-32

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20___ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and SHAWN STEINBERG dba SUMMIT AIR CONDITIONING AND HEATING ("Contractor"). Contractor's license number is 684859.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as On-Call HVAC Maintenance and Repair Services Project PW 20-32 ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term. The Special Provisions from the Contract Documents are attached hereto as Exhibit "A" and incorporated herein by this reference.

3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid, attached hereto as Exhibit "B" and incorporated herein by this reference, which in any case shall not exceed two hundred thousand dollars ($200,000).

4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) years thereafter, unless sooner terminated pursuant to the Contract Documents.

5. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq*.) arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance

in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

8. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project and all related Tasks and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

11. Amendment. No modification, amendment or supplement to this Contract other than Change Orders or Task Orders shall be binding unless made in writing and signed by the duly authorized representatives of both parties.

12. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes. This provision shall likewise apply to all Task Orders and other Contract Documents.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the first written above.

CITY OF OXNARD

☐ Tim Flynn, Mayor[1] Date
☒ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ [name] , Buyer

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

SHAWN STEINBERG dba
SUMMIT AIR CONDITIONING AND HEATING

Shawn Steinberg[2] Date
Sole Proprietor

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

Business Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

1 Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. PW 20-32
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages **(this must be endorsed).** Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

11/19

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG. $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. PW 20-32
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:_____
Address: _____
_____
Telephone: ( )

SAMPLE

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. PW 20-32
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

SUBMIT IN DUPLICATE

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY

☐ BUSINESS AUTO POLICY

☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: ()_____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

SAMPLE

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. PW 20-32
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: ( ) Date Signed _____

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____
_____
_____("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as On-Call HVAC Maintenance and Repair Services Project PW 20-32 (the "Project").

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
_____
(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and any Task related to the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____Dollars ($_____), this amount being not less than a hundred percent (100%) of the total Contract Price, in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

The Project shall be considered "accepted" for the purposes of triggering Bond deadlines at the Contractor's final completion of all Tasks, the City's acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code Sections 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its: _____
(Seal)	*(Seal)*

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of the Bond must not be before the Contract's Effective Date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____
_____
_____ ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as On-Call HVAC Maintenance and Repair Services Project PW 20-32 (the "Project").

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
_____
(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of _____
_____Dollars ($_____),
this amount being not less than a hundred percent (100%) of the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assigns, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided for all Tasks, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, within the Contract Term, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed under any Task Order shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work in any Task Order. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its: _____
(Seal)	*(Seal)*

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of Bond must not be before the Contract's Effective Date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

EXHIBIT A

SPECIAL PROVISIONS

LOCATION AND SCOPE OF WORK

Contractor shall provide the necessary equipment, materials, parts and labor to conduct maintenance and repair activities on various heating, ventilation and air conditioning (HVAC) equipment and systems at the City of Oxnard Wastewater Treatment Plant (OWTP) located at 6001 Perkins Road, the Advanced Water Purification Facility (AWPF) located at 5700 Perkins Road, and 15 Wastewater Lift Stations as shown on the attached Exhibit A Lift Station Locations.

The scope of Work shall include, but not be limited to:

1. Provide preventative maintenance inspections and service
2. Clean, repair and replace parts and equipment as needed
3. Replace air filters as needed
4. Inspect and add compressor oil levels as needed
5. Check condenser pressures and capacity controls
6. Inspect refrigerant operating levels and check for leaks
7. Inspect and check condensate drains, pans and clear all drain connections
8. Inspect all related motors, bearings and lubricate as required
9. Inspect unit disconnects, fuses, contactors, relays and electrical connections
10. Inspect pulleys, sheaves, adjust tension and/or align belts as required
11. Inspect air compressor control systems for proper operation
12. Troubleshoot and repair unit Variable Frequency Drives (VFD's)
13. Calibration of any instrumentation as necessary
14. Maintain records of all work performed detailing service, preventative and predictive maintenance

Contractor shall commence and end all service on the same Working Day unless approved by the Project Manager in advance.

RESPONSE TIME

Contractor shall respond to all requests as required, 24 hours per day, 365 days per year, including holidays. All costs for labor for these requests shall be included in the Bid sheets.

Response time by the Contractor shall be as stated below:

1. **Urgent Repair Work:**
   Contractor must verbally respond within thirty (30) minutes of telephone notification by the City. Contractor must be on the site within one (1) hour of the notification and begin work immediately. Urgent repairs are those where public interest and necessity demand the immediate expenditure of public money to avoid harm to or to safeguard life, health or property.

2. **Non-Urgent Repair and Maintenance Work:**

   Contractor must verbally respond within thirty (30) minutes of telephone notification by the City. Contractor must be on site within four (4) hours of the notification. The scope of work and schedule shall be mutually agreed to between City staff and contractor before work begins. Work under this category shall be planned and scheduled Monday through Friday between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the City.

If the HVAC to any location shall be out of service for more than one (1) hour as part of the Work assigned, prior to commencing Work the Contractor shall contact the Project Manager who assigned the Work and inform him or her of the period of time the HVAC system will be out of service.

PAYMENT

All Work will be pre-approved by a Task Order issued by the Project Manager prior to starting Work. Parts will be reimbursed at cost plus not to exceed 15% for material handling and equipment rental will be reimbursed at cost plus not to exceed 5% for material handling and Contractor is required to itemize supplies and rental costs within the proposal for Work to be completed within the Task Order. The proposal must include all materials, labor, and taxes. Contractor is required to itemize the number of hours it will take for completion of a Task Order. A separate invoice is required for each Task Order issued pursuant to the Contract.

Contractor shall only invoice for time spent at the location of service. The City shall not pay for time spent en route or traveling to acquire parts or supplies unless pre-approved by the Project Manager and included in the Task Order.

LIFT STATION LOCATIONS

Station No.	Name	Location
1	Cabezon	Harbor Blvd & Cabezon Way
2	Harbor	2223 Harbor Blvd.
4	Mandalay	5202 W. Wooley Rd.
6	Canal	4701 W. Wooley Rd.
7	Viewpoint	1101 Viewpoint
8	Seabridge	1250 Seabridge Lane
9	Oxnard High	1902 Marion Way
15	Cascade	4130 Maulhardt Rd.
20	Beardsley	Beardsley Wash & Ventura Blvd
23	Wagon Wheel	2411 N. Ventura Rd.
24	Handyman	2323 W. Vineyard Ave.
27	Launch Ramp	2711 S. Victoria Ave.
28	Riverpark	290 Riverpark Blvd.
29	Patterson	1921 Patterson Rd.
30	Colony	Channel Island & Harbor

EXHIBIT B

BID SHEETS FOR ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES PROJECT
Specification No. PW 20-32 [PROJECT]

Bidder's Name: Shawn Steinberg / Summit Air Conditioning and Heating

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Tasks comprising the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

ITEM NO.	DESCRIPTION	UNIT	Total
1	Non-Urgent Repair and Maintenance Work	Hourly Rate Monday-Friday 8:00am-5:00pm	$ 125.00 /HR
2	Urgent Repair Work	Hourly Rate Monday-Friday 8:00am-5:00pm, *work begins within 1 hour	$ 125.00 /HR
3	Urgent Repair Work	Hourly Rate Monday-Friday 5:01pm - 7:59am, *work begins within 1 hour	$ 125.00 /HR
4	Urgent Repair Work	Hourly Rate Saturday, Sunday and Holidays *work begins within 1 hour	$ 125.00 /HR
		BID TOTAL	$ 500.00

Note: No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, material, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

BID PRICE IN DIGITS: $ 500.00

BID PRICE IN WORDS: Five hundred dollars

This is a tabulation of bids results and not an offer of award or contract
The City reserves the right to reject all bids

On-Call HVAC Maintenance and Repair Services

Specification No. **PW 20-32**

Owner: **City of Oxnard**

Bids Received: **11/5/2019**

SUMMIT AIR CONDITIONING
837 Charles St Moorpark CA 93021
#1

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Non-Urgent Repair and Maintenance Work	Hourly Rate Monday-Friday 8:00am-5:00pm	1	$125.00	$125.00
2	Urgent Repair Work	Hourly Rate Monday-Friday 8:00am-5:00pm, *work begins within 1 hour	1	$125.00	$125.00
3	Urgent Repair Work	Hourly Rate Monday-Friday 5:01pm - 7:59am, *work begins within 1 hour	1	$125.00	$125.00
4	Urgent Repair Work	Hourly Rate Saturday, Sunday and Holidays *work begins within 1 hour	1	$125.00	$125.00
			Total Bid Amount Submitted:		**$500.00**
			Total Bid Amount Verified:		**$500.00**

Subcontractors: None

BID PACKET

CITY OF OXNARD CALIFORNIA

FOR

ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES PROJECT
Specification No. PW 20-32

Submitted by:

Contractor's Name: Shawn Steinberg / Summit Air Conditioning

Address: 837 Charles Street

City: Moorpark State: CA Zip Code: 93021

Contact Person: Shawn Steinberg Phone: 805-857-9054
805-529-7421

Email: Shawn@summitair.biz Date: 10-21-19

BID FOR ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES PROJECT
Specification No. PW 20-32

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and any other information provided regarding On-Call HVAC Maintenance and Repair Services Project PW 20-32 ("Project") and is satisfied as to the conditions, character, quality and quantities of Work to be performed, and the materials to be furnished.
2. The Bid includes all taxes, fees and costs, and as such is the total amount required for the Bidder to complete this Project in accordance with the Contract Documents.
3. The Bidder is properly licensed by the State as a contractor to perform this type of Work.

The undersigned, as Bidder, agrees to the following:

1. The submission of this Bid shall be conclusive evidence that the Bidder has examined and investigated, to the greatest extent possible, the surface, subsurface and other conditions affecting the Work, including also the possible groundwater conditions, transportation, the disposal, handling and storage of materials, and the possible availability of labor, water, electric power, roads and the equipment and facilities needed for the Work. No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation. The Bidder shall not make any claim, including for additional compensation, against the City based upon ignorance or misunderstanding of any condition of any Task site or of the Contract Documents' requirements.
2. Accompanying this Bid is a permissible form of Bid security in an amount equal to at least ten percent (10%) of the total Contract Amount submitted. The Bid security is given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents, provide evidence of all required insurance, provide a copy of its City business license and furnish the Performance and Payment Bonds (as well as a photocopy of each Bond)—each in the amount of one hundred percent (100%) of the Contract Price—within fourteen (14) Calendar Days of the date of delivery of the Contract to the Bidder. If the Bidder refuses or fails to do so, the City may award the Contract to the next lowest responsible Bidder, and this Bid security may be forfeited to the City as permitted by law.
3. In the event the Contract is awarded to the Bidder, the Bidder shall execute the Contract to perform all Tasks comprising the Project in accordance with the Contract Documents. Should the undersigned be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of its City business license, insurance and Bonds (plus photocopies) within fourteen (14) Calendar Days after the Contract award, then the Bid Bond, cash, cashier's check or certified check shall be forfeited to the City to the extent permitted by law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10-21-2019 [date], at Moorpark [city], California [state].

Bidder's Name (Company): Summit Air Conditioning and Heating

Signature: [signature] Title: Owner

Print: Shawn Steinberg Date: 10-21-2019

CITY OF OXNARD

BID SHEETS FOR ON-CALL HVAC MAINTENANCE AND REPAIR SERVICES PROJECT
Specification No. PW 20-32 [PROJECT]

Bidder's Name: Shawn Steinberg / Summit Air Conditioning and Heating

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Tasks comprising the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

ITEM NO.	DESCRIPTION	UNIT	Total
1	Non-Urgent Repair and Maintenance Work	Hourly Rate Monday-Friday 8:00am-5:00pm	$ 125.00 /HR
2	Urgent Repair Work	Hourly Rate Monday-Friday 8:00am-5:00pm, *work begins within 1 hour	$ 125.00 /HR
3	Urgent Repair Work	Hourly Rate Monday-Friday 5:01pm - 7:59am, *work begins within 1 hour	$ 125.00 /HR
4	Urgent Repair Work	Hourly Rate Saturday, Sunday and Holidays *work begins within 1 hour	$ 125.00 /HR
		BID TOTAL	$ 500.00

Note: No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, material, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

BID PRICE IN DIGITS: $ 500.00

BID PRICE IN WORDS: Five hundred dollars

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	10-21-19	#05	10-21-19
#02	10-21-19	#06	10-21-19
#03	10-21-19	#07	10-21-19
#04	10-21-19	#08	10-21-19

Bidder's Name (Company): Summit Air Conditioning and Heating

Signature: _____ Title: owner

Print: Shawn Steinberg Date: 10-21-19

QUESTIONNAIRE FORM

Fill out all of the following information. Attach additional sheets if necessary. Do not leave any question blank. If the question does not apply, write "N/A."

(1) Bidder's Name: Shawn Steinberg-Summit Air Conditioning and Heating

(2) If the Bidder's name is a fictitious name, what is the full name of the registered owner?

Shawn Steinberg

* If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement with your submitted Bid.

(3) Business Address: 837 Charles Street

Moorpark, CA 93021

Phone 1: 805-529-7421 Phone 2: 805-857-9054

Email: shawn@summitair.biz

(4) Type of Firm (Partnership, LLC, Corporation, S-Corp, etc.): Sole proprietor

Organized under the laws of the State of: California

(5) California State Contractor's License Number and Class: #684859 C-20

Original Date Issued: 03-04-1994 Expiration Date: 03-31-2020

(6) DIR Contractor Registration Number: 1000053701

(7) Does the Bidder have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project, and is this experience in actual operation of the Bidder with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work? Circle one: (YES) NO

(8) List the names, titles, addresses and phone numbers of all individuals, members, partners, joint venturers and company officers having a principal interest in this Bid:

Shawn Steinberg, owner 805-529-7421, 805-857-9054
837 Charles Street Moorpark CA 93021

(9) List all current and prior aliases, and provide all filed fictitious business names ("doing business as"), for any principal having interest in this Bid:

Summit Air Conditioning and Heating

(10) List the dates of any voluntary and involuntary bankruptcy judgments against any principal having an interest in this Bid:

n/a

(11) For all arbitrations, lawsuits, settlements and the like (in/out of court) that the Bidder or any principal with an interest in this Bid has been involved with in the past five (5) years:

a. List the names, addresses and phone numbers of the parties' contact persons:

n/a

b. Briefly summarize the parties' claims and defenses:

n/a

c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

n/a

(12) If the Bidder or any principal having an interest in this Bid has ever had a contract terminated by the owner or agency, explain below:

n/a

(13) If the Bidder or any principal having an interest in this Bid ever failed to complete a project, explain below:

n/a

(14) If the Bidder or any principal having an interest in this Bid has ever been terminated for cause, even if it was converted to a "termination of convenience," explain below:

n/a

(15) For projects that the Bidder or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

a. By you against the owner? Circle one: Yes (No)

b. By the owner against you? Circle one: Yes (No)

c. By any agency or individual for labor compliance? Circle one: Yes (No)

d. By Subcontractors? Circle one: Yes (No)

e. Are any such claims/actions unresolved/outstanding? Circle one: Yes (No)

If your answer is "yes" to any part or parts of this question, explain.

n/a

(16) List the last three (3) projects, if any, you have worked on or are currently working on for the City of Oxnard:

1. PW-19-09
2. PW- 18-27
3. n/a

Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience or other additional information.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided in this Questionnaire Form is true and correct.

Signature: _____ Title: owner Date: 10-21-19

This Questionnaire Form must be notarized on the following page.

(Continuation of Questionnaire Form)

State of California)

County of Ventura) ss

City of Camarillo)

On 10/24/19 before me, Nina Andres

(insert name and title of the officer) personally appeared Shawn Steinberg,

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/the~~y executed the same in his/~~her/the~~ir authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature

(Seal)

NINA ANDRES
Notary Public - California
Ventura County
Commission # 2155524
My Comm. Expires Jun 30, 2020

For all like work that the Bidder is currently working on or has worked on for public agencies in the past two (2) years, provide the information requested below. If all of this information does not fit on this page, attach another page listing all information for all other work. You may, but are not obligated to, attach a separate page to explain why a final contract amount differed from an original contract amount (e.g., change orders, extra work, or other circumstances) or if you or the agency filed any claims against each other and the substance and outcome of those claims.

Project 1 Description: On-call HVAC Maintenance and Repair Services PW 18-27R

Construction Dates From: 1-10-18 To: 1-10-19

Agency Name: City of Oxnard

Project Manager: Cliff Reily Telephone: 805-797-8633

Original Contract Amount: $ 50,000.00 Final Contract Amount: $ 50,000.00

Did you file any claims against the Agency? Circle one: Yes (No)

Did the Agency file any claims against you? Circle one: Yes (No)

Project 2 Description: On-call HVAC maintenance and Repair Services 19-09

Construction Dates From: 10-1-2018 To: 10-1-2019

Agency Name: City of Oxnard

Project Manager: Cliff Reily Telephone: 805-797-8633

Original Contract Amount: $ 100,000 Final Contract Amount: $ 100,000

Did you file any claims against the Agency? Circle one: Yes (No)

Did the Agency file any claims against you? Circle one: Yes (No)

Project 3 Description: n/a

Construction Dates From: _____ To: _____

Agency Name: _____

Project Manager: _____ Telephone: _____

Original Contract Amount: $_____ Final Contract Amount: $_____

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

Project 4 Description: n/a

Construction Dates From: _____ To: _____

Agency Name: _____

Project Manager: _____ Telephone: _____

Original Contract Amount: $_____ Final Contract Amount: $_____

Did you file any claims against the Agency? Circle one: Yes No

Did the Agency file any claims against you? Circle one: Yes No

I hereby give my permission to the City of Oxnard and its officers, employees and agents to contact references of the Bidder and its officers, managers, members, general partners, limited partners and other owners (collectively, the "Owners") and to request information from other agencies in which the Bidder and/or its Owners have worked. This permission includes the City reviewing any criminal records of the Owners and obtaining public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, or outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims the Bidder and its Owners, employees and agents may have against the City, its officers, employees and agents, as well as any agency providing feedback or the mentioned records, and those agencies' officers, employees and agents, regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph.

Bidder's Name: Shawn Steinberg

Signature: _____ Title: owner Date: 10-21-19

DESIGNATION OF SUBCONTRACTORS

List all Subcontractors who will likely perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, will likely specially fabricate and install a portion of the Work or improvement according to detailed drawings contained in the Plans, Specifications and Task Orders. If all Subcontractors do not fit on this page, photocopy it and attach that additional page or those additional pages listing all other Subcontractors. If there is any change in this list of Subcontractors, Contractor must provide a new list to Project Manager before any unlisted Subcontractor can perform any Work on any Task. If Contractor intends to use no Subcontractors, please write "N/A" in the first open box.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Highest Possible Percentage of Work (e.g., 10%)‡
n/a	n/a	n/a	n/a	n/a	n/a
n/a	n/a	n/a	n/a	n/a	n/a
n/a	n/a	n/a	n/a	n/a	n/a
n/a	n/a	n/a	n/a	n/a	n/a

Bidder's Name: Shawn Steinberg Signature: _____ Title: owner Date: 10-21-19

‡ If Subcontractor X may perform 4% of one item on the Bid Sheets, 6% of another item and 9% of a third item, list only 9%. This percentage shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

INDUSTRIAL SAFETY RECORD FORM

This Industrial Safety Record Form must include all construction work undertaken in California by the undersigned and any partnership, joint venture corporation or s-corporation that any principal of the undersigned participated in as a principal or owner for the listed years. Separate information must be submitted for each such partnership, joint venture, or corporate or individual. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Industrial Safety Record Form. An explanation of the circumstances surrounding any and all fatalities must be attached.

	2019 (so far)	2018	2017	2016	2015	2014	Total
Number of contracts	36	38	32	41	29	20	196
Total dollar amount of contracts (in thousands)	544	535	522	506	489	465	3061
Number of fatalities	0	0	0	0	0	0	—
Number of lost workday cases	0	0	0	0	0	0	—
Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	—

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Bidder's Name: Shawn Steinberg

Signature: _____ Title: owner Date: 10-21-19

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declare(s):

I/we am/are the owner of Summit Air Conditioning and Heating the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, LLC, corporation or s-corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted its, Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, s-corporation, LLC, partnership, company, association, organization, Bid depository, or to any member or agent thereof, or to any individual, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person(s) executing this declaration on behalf of the Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on OCT 24 2019 [date], at CAMARILLO [city], CA [state].

Bidder's Name: Shawn Steinberg

Signature: _____ Title: OWNER Date: OCT 24 2019

This Noncollusion Declaration must be notarized on the following page.

(Continuation of Noncollusion Declaration)

State of California)

County of Ventura) ss

City of Camarillo)

On 10/24/19 before me,

Nina Andres (insert name and title of the officer)

personally appeared Shawn Steinberg, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/the~~y executed the same in his/~~her/the~~ir authorized capacity(i~~es~~), and that by his/~~her/the~~ir signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature

(Seal)

NINA ANDRES
Notary Public - California
Ventura County
Commission # 2155524
My Comm. Expires Jun 30, 2020

SMALL LOCAL BUSINESS PURCHASING PREFERENCE REQUEST

The City offers a bidding preference for small local businesses. A small local business is defined as a business entity that meets all of the following criteria:

1. Has for at least 36 months immediately preceding submittal of its Bid held a current City business license;
2. Has maintained within the City of Oxnard's boundaries its principal business office, which is defined as the place where the principal officers or owners generally transact business, to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business;
3. Has average annual gross receipts of $20 million or less over the 36 months immediately preceding submittal of its bid; and
4. Employs fewer than 100 employees.

Additionally, a small local business must certify one of the following:

5. At least 50 percent of its employees are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid; or
6. For a Bidder who intends to hire employees and/or obtain Subcontractors for the Project, the Bidder submits with its Bid a certification confirming it has verified its own proposed employee base for performance of the Contract and confirmed with all Subcontractors providing bids used to formulate the Contractor's Bid that at least 50 percent of the labor hours devoted to performance of the Contract will be provided by residents of the City of Oxnard.

Please note that under City Code Section 4-2, you may be subject to audit and may be required to provide proof of compliance with the requirements of the Section. You will be subject to penalties for falsely claiming to be a Small Local Business under the Section. More information is available at City Code Section 4-2.

If you wish to certify as a small local business, please submit the certification on the next page with the rest of your Bid.

SMALL LOCAL BUSINESS PURCHASING PREFERENCE: BIDDER'S CERTIFICATION

Please refer to Oxnard City Code Section 4-2 to verify that your company is eligible for this Small Local Business Purchasing Preference Program.

The undersigned hereby certifies under penalty of perjury that:

☐ At least 50 percent of the Bidder's employees are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid; or

☑ For a Bidder who intends to hire employees and/or obtain Subcontractors for the Project, the Bidder has verified its own proposed employee base for performance of the Contract and confirmed with all Subcontractors providing bids used to formulate the Bid that at least 50 percent of the labor hours devoted to performance of the Contract will be provided by residents of the City of Oxnard.

Any person(s) executing this certification on behalf of the Bidder hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10-21-2019 [date], at Moorpark [city], California [state].

By: _____
Title: Owner
Bidder: Shawn Steinberg
Date: 10-21-2019

By: _____
Title: Owner
Bidder: Summit Air Conditioning and Heating
Date: 10-21-2019

*If the Bidder is not requesting a Small Local Business Purchasing Preference, this form is not required to be completed and submitted with Bid.

Please note: The Small Local Business Purchasing Preference is not applicable for projects funded by grants or programs outside the City's General Fund, such as federal or State grants.

AWARD SOLICITATION PW 20-32 TO SUMMIT AIR CONDITIONING AGREEMENT NO. A-8197 FOR ON CALL HVAC MAINTENANCE AND REPAIR SERVICES

Public Works and Transportation Committee
January 14, 2020

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend City Council approve and authorize the City Manager to execute Agreement No. A-8197 with Shawn Steinberg DBA Summit Air Conditioning in the amount not to exceed $200,000 for a three (3) year period for on-call Heating Ventilation and Air Conditioning (HVAC) maintenance and repair services.

2

BACKGROUND

- Advertised October 16, 2019, for on-call Heating Ventilation and Air Conditioning maintenance and repair services
- For Wastewater Division and the Advanced Water Purification Facility (AWPF)
- Posted to: Public Purchase, Dodge Analytics, TriCo Reprographics, Bid America, Ebid Board, Vida Newspaper, and the City's website
- Bids were due November 5, 2019
- Only one responsive bid received

3

DISCUSSION

- HVAC units located at the following locations:
  - Sewer Pumping Stations - 15 units
  - Wastewater Treatment Plant - 25 units
  - Advanced Water Purification Facility - 8 units
- Wastewater Facility and AWPF HVAC unit sizes range from 3 tons to 20 tons

4

WASTEWATER HVAC UNITS

5

LIFT STATION HVAC UNITS

6

TEMPERATURE SENSITIVE EQUIPMENT

7

FINANCIAL IMPACT

Account	Division	Fiscal Year	Amount
621-6205-842-8209	Wastewater	19-20	$40,000
601-6012-842-8209	Water (AWPF)	19-20	$26,667
621-6205-842-8209	Wastewater	20-21	$40,000
601-6012-842-8209	Water (AWPF)	20-21	$26,667
621-6205-842-8209	Wastewater	21-22	$40,000
601-6012-842-8209	Water (AWPF)	21-22	$26,666
		Total	$200,000

8

CITY OF OXNARD CALIFORNIA

QUESTIONS

9

CITY OF OXNARD CALIFORNIA

PUBLIC WORKS AND TRANSPORTATION COMMITTEE
AGENDA REPORT

REPORTS
AGENDA ITEM NO. D.6.

DATE: January 14, 2020

TO: Public Works and Transportation Committee

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Award Professional Services Agreement A-8202 with Pavement Engineering Inc. for City's Pavement Management Systems Update. (5/5/5)

RECOMMENDATION

That the Public Works and Transportation Committee recommend that the City Council approve and authorize the Mayor to execute Professional Services Agreement A-8202 with Pavement Engineering Inc. (PEI) for a three year term, in an amount not to exceed $353,275, for the Pavement Management Systems (PMS) Update.

BACKGROUND

The City of Oxnard currently maintains approximately 1032 lane miles of streets and alleys representing 97,472,282 square feet of pavement with a replacement value of approximately $845,123,000, as calculated by the Pavement Management System (PMS). Historically, street inspections have been performed on a three-year rotation with a third of residential streets inspected each year and 100% of arterials receiving annual inspections. To effectively plan for future street maintenance and improvements, an update of the PMS and 30-year master plan are critical.

DISCUSSION

This work will include a visual pavement inspection of all streets and alleyways. Each street and alleyway will be assigned a Pavement Condition Index (PCI) that will be entered into the City's StreetSaver software database program. PCI is a numerical index between 0 (worst, or no pavement remaining) and 100 (best, or newly built roadway) used to indicate the general condition of a street. The StreetSaver program predicts future PCI by calculating the long term deterioration of each street. Utilizing the pavement inspection data, a 30-year maintenance and capital improvement plan will be developed for the City's streets and alleyways. Finally, a presentation will be made to Council of the Streets Master Plan and guidance on pavement principles and practices for the City of Oxnard.

A request for proposals (RFP) was issued on August 1, 2019, and closed on August 28, 2019. Three consulting firms submitted proposals. Engineering staff reviewed and evaluated the proposals and determined that PEI was the most qualified consultant. The Consultant's insurance coverage has been documented and verified.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

There is sufficient funding available in Fiscal Year 2019-20, from State Gas Tax (Fund 181), Project 19IN01 (Annual Pavement System Update), to cover anticipated expenditures of $50,000. Any additional funds needed to cover the remaining contract amount of $303,275 will be included in Fiscal Years 2020-21, 2021-22 and 2022-23 from State Gas Tax (Fund 181).

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Agreement A-8202 (Pavement Engineering Inc.)
2. Pavement Engineering Inc Proposal_PW20-04
3. Pavement Management Update PPT

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: February 6, 2020

(2) Consultant: Pavement Engineering, Inc.

(3) Services: Update City's Pavement Management System (PMS)

(4) Schedule of Services: See Exhibit A – Scope of Services

(5) Agreement Ending Date: February 5, 2023

(6) Total Agreement Amount: $353,275

(7) City's Project Manager: Asitha Withanage

(8) Consultant's Project Manager: Joseph Seely

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:	*FOR CITY:*
3485 Sacramento Drive, Suite A San Luis Obispo, CA 93401 Attn: Joseph L. Ririe, P.E., President & Senior Principal Engineer	305 W. Third St., 3rd Floor Oxnard, CA 93030 Attn: Asitha Withanage, P.E., Project Manager

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:	*CITY'S PROJECT MANAGER:*
JoeS@pavementengineering.com	asitha.withanage@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- ■ Exhibit A - Scope of Services
- ■ Exhibit B - Rates and Costs
- ☐ Schedule of Services Exhibit
- ■ Exhibit C - Insurance (INS-A w/ E&O)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, for good and valuable consideration, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

8. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Consultant invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Consultant and City in this Agreement or in a binding amendment thereto.

9. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

11. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Consultant be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

12. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

13. Advertising and Publicity. Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

14. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

15. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no

fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

16. Hold Harmless, Defense and Indemnity.

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

b. If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

c. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

17. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

18. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or

dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 18.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 18 shall survive the termination of this Agreement.

19. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City, or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

d. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not

subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

e. Consultant shall use reasonable care to protect the confidential information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

f. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any confidential information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any confidential information disclosed under this Agreement.

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

20. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

21. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity,

gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

22. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

25. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

27. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

28. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

29. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

30. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

31. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

32. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

33. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

34. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

35. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

36. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

37. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

38. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

39. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

40. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

_____ _____
Tim Flynn, Mayor[1] Date
Alexander Nguyen, City Manager
Lisa Boerner, Purchasing Manager
[name] , Buyer

ATTEST:

_____ _____
Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

_____ _____
Stephen M. Fischer, City Attorney (always required) Date

PAVEMENT ENGINEERING, INC.

_____ _____
Joseph L. Ririe, P.E., President/Senior Principal Engineer[2] Date

_____ _____
William J. Long, P.E., CEO Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

EXHIBIT A
SCOPE OF SERVICES

Currently, the City of Oxnard maintains approximately 382 miles of streets and 70 miles of alleys. Historically, street inspections have been performed on a three-year rotation with a third of residential and collector streets inspected each year and 100% of arterials receiving annual inspections. The City will continue that three-year rotation, starting with Rotation C, update its PMS and update its 30-year master plan.

The City has outlined nine (9) essential tasks in its scope of work: project management; preliminary investigation; pavement inspection; PMS update; maintenance and a capital improvement plan (CIP); PMS report; quality management; engineering and design; construction administration and management; and project closeout.

The scope of services will be performed in six (6) phases over four (4) years, as outlined below.

Phase 1 - 2019 PMS Update:

Phase 1 Scope: Update Yearly streets and evaluation of Area C

- Task 1.0 Project Management
- Task 1.1 Preliminary Investigations
- Task 1.2 Pavement Inspection
- Task 1.3 PMS Update
- Task 1.4 Maintenance and Capital Improvement Plan (CIP)
- Task 1.5 PMS Report
- Task 1.6 Quality Management

Task 1.0 Project Management

Pavement Engineering, Inc. (Consultant) will undertake the following as part of Phase 1, Task 1.0:

Consultant will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, Consultant will review past maintenance and rehabilitation strategies and check the City's maps and database to confirm streets, pavement areas, street limits and boundaries. Consultant will also review with staff quality control measures that are described in more detail in Task 1.6. Reviewing these issues and items prior to beginning work will help the City develop future maintenance plans and budget scenarios that accurately reflect the City's objectives.

Based on this discussion, Consultant will develop a firm schedule to track progress of the project and also will establish the format of deliverables that will be most useful to the City.

Throughout the project, Consultant will meet with City staff as required to coordinate and review specific project progress, schedules and budgets to ensure the work performed meets the City's expectations and performance goals.

Task 1.1 Preliminary Investigations

Consultant will undertake the following as part of Task 1.1:

At the first meeting with City staff, Consultant's project manager will arrange to retrieve any new PMS data, GIS files and drawings. Consultant will review past data, assess recent information and determine the information that is important to the project. Consultant's project manager will then work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

Task 1.2 Pavement Inspection

Consultant will undertake the following as part of Task 1.2:

Consultant's certified staff will manually inspect the City's streets (Collectors and Residentials) and alleys in Area C, as well as 100% of the City's Arterials for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering.

Consultant will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM D6433 and supported by Consultant's quality assurance standards, which are designed to ensure accuracy and consistency.

As part of the field review, Consultant will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width.

Consultant will sample locations on random test sites of± 2,500 sf. Consultant will annotate the sample location on its rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas provides the necessary information to relocate the measured area for verification. This method produces reliable, reproducible data for current and future use.

As part of this work, Consultant will perform a Quality Control review. The QC review compares the latest PCls of newly rated street segments to prior PCls from the last PMS update. Any segment found to have deteriorated more than 3 PCI points per year, since the last visual evaluation (12 points for Rotation C, and 3 points for Arterials), or have increased more than 1 PCI point, without a documented M&R treatment, will then reviewed by The Project Manager.

To ensure safety during the visual evaluation, Consultant will provide its inspectors with reflective safety vests and will provide traffic control using flashing beacons and vehicle-mounted magnetic signs warning of frequent stops.

At the City's discretion, in addition to the pavement inspections, for an additioal fee, Consultant may perform inspections for locating ADA ramps, potential illegal curb cuts or ramps and locations of sidewalk displacements. Consultant's appriach would follow the same guidelines performed during a similar inspection for the City in 2008.

For the ADA ramp locations, Consultant would review all the City's streets and document the location of existing ADA ramps and determine where ADA ramps should be located. Consultant may also evaluate ramps for compliance to current ADA requirements.

For sidewalk displacements, Consultant would review all the City's sidewalks and locate displacements greater than a half inch. Locations would be tied to street addresses. Consultant will generate a report that shows locations and costs of remediation.

For illegal curb cuts or ramps. Consultant would review each street and document potential illegal cuts and ramps by street address. Consultant's report will document addresses and condition.

Task 1.3 PMS Update

Consultant will undertake the following as part of Task 1.3 following completion of Task 1.2:

Consultant will input the data collected during the visual evaluations in the City's StreetSaver® database using MTC's Mobile Rater. This will provide updated PCl's for each of the segments inspected.

Consultant will utilize StreetSaver® to develop "family curves" for each road or functional classification. Consultant will verify, to the extent possible, and input the last Maintenance and Rehabilitation (M&R) treatment and Date for each segment. Consultant will update the City's StreetSaver® database with ADT data, provided by the City, for the Arterial and Collector Streets,

As part of the update, Consultant will review the City's current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.

Task 1.4 Maintenance and Capital Improvement Plan (CIP)

Consultant will undertake the following as part of Task 1.4:

Consultant will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments for the inspected streets according to a critical-point management approach. Consultant will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects.

Consultant will help City staff determine the best maintenance that will maintain the City's overall PCI at a level set by the City. The analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. Consultant will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.

Task 1.5 PMS Report

Consultant will undertake the following as Task 1.5:

Consultant will prepare one copy of the PMS report in an indexed binder for the City's review. After the review, Consultant will prepare an updated final report containing all relevant information in a PDF format on a computer disk. Both the print and the electronic report will contain the following information:

- Executive summary
- Budget needs scenarios

- Network replacement costs
- Proposed future budget levels
- Budget scenarios including
    - a scenario to maintain roadways at the existing PCI;
    - a scenario to increase the current PCI by 5 points; and
    - a scenario to show the potential PCI for roadways over five to ten years using current funding levels or a specified time range determined by the City
- A section description report for all street segments, sorted by Neighborhood
- Street sections selected for recommended treatments during the specified years with estimated costs
- Maps and exhibits.
- GIS Shapefile and Spreadsheet Export

As an option, Consultant can provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices.

Task 1.6 Quality Management

Consultant will provide the following quality assurances in Task 1.6 as part of the overall scope of work:

Consultant's Quality Control Plan will compare the latest PCl's of newly rated street segments to prior PCl's from the last PMS update. Consultant will identify and review Street segments with PCl's that have increased in PCI, without any maintenance and rehabilitation, and street segments with PCl's that have dropped more than 3 PCI points per year, since their last rating. Consultant will review a minimum of 10% of the segments as part of the QC review.

Consultant's PMS quality control plan will encompass several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. Consultant's QA/QC procedures for PMS work will include these elements:

Trained and certified staff:

Consultant's field technicians will have undergone strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. Consultant's data technicians will have been trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. Consultant's inspectors will have been certified by the Metropolitan Transportation Commission (MTC).

Equipment verification:

Prior to beginning any pavement assessment, Consultant will inspects, verify and, if necessary, calibrate its measuring equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.

Data checks:

Consultant's PMS crew will perform a series of data checks in the field after collecting and processing the data according to strict procedures. The Consultant PMS project manager will review the data for

accuracy and completeness before a Consultant PMS data technician compiles the final database, according to the agency's locations and mapping system. Consultant PMS project manager will coordinate with Consultant PMS data technician to recheck segment lengths and looks for any missing segments or data elements. This will include a verification of the Functional Classification of each segment to ensure that it complies with Caltrans Specifications. Consultant's data technician will review the entire database for formatting, missing information and errors.

Control , verification and random site testing:

Consultant's Project Manager will review a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. Consultant will compare these reference values to the initial PCI generated by StreetSaver® software. If there are discrepancies, Consultant will rerate the road. Once this QA/QC is finished, Consultant will update any variations to what the field crew found in the database.

Phase 2- 2020 PMS Update:

Phase 2 Scope: Update Yearly streets, Evaluation of Area A and Parking Lots

Task 2.0 Project Management
Task 2.1 Preliminary Investigations
Task 2.2 Pavement Inspection
Task 2.3 PMS Update
Task 2.4 Maintenance and Capital Improvement Plan (CIP)
Task 2.5 PMS Report
Task 2.6 Quality Management

Task 2.0 Project Management

Consultant will undertake the following as part of Phase 2, Task 2.0:

Consultant will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, Consultant will review past maintenance and rehabilitation strategies and check the City's maps and database to confirm streets, pavement areas, street limits and boundaries. Consultant will review with staff quality control measures that are described in more detail in Task 2.6.

Based on this discussion, Consultant will develop a firm schedule to track progress of the project and establish the format of deliverables that will be most useful to the City.

Throughout the project, Consultant will meet with City staff as required to coordinate and review specific project progress , schedules , and budgets to ensure the work performed meets the City's expectations and performance goals.

Task 2.1 Preliminary Investigations

Consultant will undertake the following as part of Task 2.1:

At the first meeting with City staff, Consultant's project manager will arrange to retrieve any new PMS data, GIS files and drawings. Consultant will review past data, assess recent information and determine the information that is important to the project. Consultant's project manager will work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

Task 2.2 Pavement Inspection

Consultant will undertake the following as part of Task 2.2:

Consultant's certified staff will manually inspect 100% of the City's Arterial streets and the City's Collectors, Residentials, and alleys in Area A, as well as the pavements at each of the City owned and maintained parking lots (61 sites) for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering. In the parking lots, Consultant will review the existing ADA parking stalls for compliance.

Consultant will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM 06433 and supported by Consultant's quality assurance standards, which are designed to ensure accuracy and consistency. Consultant's inspectors will be certified by for quality and consistency with a demonstrated accuracy rate of± 5 PCI points. Industry standards accepts ± 10 PCI points.

As part of the field review, Consultant will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width.

Consultant will sample locations on random test sites of ± 2,500 sf. Consultant will annotate the sample location on Consultant's rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas will provide the necessary information to relocate the measured area for verification

Consultant will perform a Quality Control review. The QC review will compare the latest PCI's of newly rated street segments to prior PCI's from the last PMS update. Any segment found to have deteriorated more than 3 PCI points per year, since the last visual evaluation (12 points for Rotation C, and 3 points for Arterials), or to have increased more than 1 PCI point, without a documented M&R treatment, will be reviewed by Consultant's Project Manager.

Consultant will provide its inspectors with reflective safety vests and will provide traffic control using flashing beacons and vehicle-mounted magnetic signs warning of frequent stops.

At the City's discretion , in addition to the pavement inspections, for an additional fee, Consultant may perform inspections for locating ADA ramps, potential illegal curb cuts or ramps and locations of sidewalk displacements. Consultant's inspection approach of these elements would follow the same guidelines used in 2008.

For the ADA ramp locations, Consultant would review all the City's streets and document the location of existing ADA ramps and determine where ADA ramps should be located. Consultant may evaluate ramps for compliance to current ADA requirements

.

For sidewalk displacements, Consultant would review all the City's sidewalks and locate displacements greater than a half inch. Locations would be tied to street addresses. Consultant will generate a report that shows locations and costs of remediation.

For illegalcurb cuts or ramps. Consultant would review each street and document potential illegal cuts and ramps by street address. Consultant's report will document addresses and condition.

Task 2.3 PMS Update

Consultant will undertake the following as part of Task 2.3 following completion of Task 2.2:

Consultant will input the data collected during the visual evaluations in the City's StreetSaver® database using MTC's Mobile Rater.. This will provide updated PCI's for each of the segments inspected.

Consultant will utilize StreetSaver® to develop "family curves" for each road or functional classification. Consultant will verify, to the extent possible, and input the last Maintenance and Rehabilitation (M&R) treatment and Date for each segment. Consultant will update the City's StreetSaver® database with ADT data, provided by the City, for the Arterial and Collector Streets.

As part of the update, Consultant will review the City's current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.

Task 2.4 Maintenance and Capital Improvement Plan (CIP)

Consultant will undertake the following as part of Task 2.4:

Consultant will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments for the inspected streets according to a critical-point management approach. Consultant will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects.

Consultant will help City staff determine the best maintenance that will maintain the City's overall PCI at a level set by the City. The analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. Consultant will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.

Task 2.5 PMS Report

Consultant will undertake the following as Task 2.5:

Consultant will prepare one (1) copy of the PMS report in an indexed binder for the City's review. After the review, Consultant will prepare an updated final report containing all relevant information in a PDF format on a computer disk. Both the print and the electronic report will contain the following information:

- Executive summary
- Budget needs scenarios

- Network replacement costs
- Proposed future budget levels
- Budget scenarios including
    - a scenario to maintain roadways at the existing PCI;
    - a scenario to increase the current PCI by 5 points; and
    - a scenario to show the potential PCI for roadways over five to ten years using current funding levels or a specified time range determined by the City
- A section description report for all street segments, sorted by Neighborhood
- Street sections selected for recommended treatments during the specified years with estimated costs
- Maps and exhibits.
- GIS Shapefile and Spreadsheet Export

For the assessed parking lots, Consultant will provide a summary report that lists each parking lot's condition and will include a summary of our ADA findings.

As an option, Consultant may provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices.

Task 2.6 Quality Management

Consultant will provide the following quality assurances in Task 2.6 as part of the overall scope of work:

Consultant Quality Control Plan will compare the latest PCI's of newly rated street segments to prior PCI's from the last PMS update. Consultant engineer or senior engineering technician will identify and review street segments with PCI's that have increased in PCI, without any maintenance and rehabilitation, and street segments with PCl's that have dropped more than 3 PCI points per year, since their last rating, Consultant will review a minimum of 10% of the segments as part of the QC review.

Consultant’s PMS quality control plan will encompass several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. Consultant QA/QC procedures for PMS work will include these elements:

Trained and certified staff:

Consultant’s field technicians will have undergone strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. Consultant’s data technicians will have been trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. Consultant’s inspectors will have been certified by the Metropolitan Transportation Commission (MTC).

Equipment verification:

Prior to beginning any pavement assessment, Consultant will inspect, verify and, if necessary, calibrate its measuring equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.

Data checks:

Consultant's PMS crew will perform a series of data checks in the field after collecting and processing the data according to strict procedures. The Consultant PMS project manager will review the data for accuracy and completeness before a Consultant PMS data technician compiles the final database according the agency's locations and mapping system. Consultant PMS project manager will work with the data technician to recheck segment lengths and looks for any missing segments or data elements. This will include a verification of the Functional Classification of each segment to ensure that it complies with Caltrans Specifications. Consultant's data technician will review the entire database for formatting, missing information and errors.

Control, verification and random site testing:

Consultant's Project Manager will review a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. Consultant will compare these reference values to the initial PCI generated by StreetSaver® software. If there are discrepancies, Consultant will rerate the road. Once this QA/QC is finished, any variations to what the field crew found will be updated in the database.

Phase 3 - 2021 PMS Update:

Phase 3 Scope: Update Yearly streets and evaluation of Area B

Task 3.0 Project Management
Task 3.1 Preliminary Investigations
Task 3.2 Pavement Inspection
Task 3.3 PMS Update
Task 3.4 Maintenance and Capital Improvement Plan (CIP)
Task 3.5 PMS Report
Task 3.6 Quality Management

Task 3.0 Project Management

Consultant will undertake the following as part of Phase 3, Task 3.0:

Consultant will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, Consultant will review past maintenance and rehabilitation strategies and check the City's maps and database to confirm streets, pavement areas, street limits and boundaries. Consultant will review with City staff quality control measures that are described in more detail in Task 3.6..

Based on this discussion, Consultant will develop a firm schedule to track progress of the project and also will establish the format of deliverables that will be most useful to the City.

Throughout the project, Consultant will meet with City staff as required to coordinate and review specific project progress, schedules, and budgets to ensure the work performed meets the City's expectations and performance goals.

Task 3.1 Preliminary Investigations

Consultant will undertake the following as part of Task 3.1:

At the first meeting with City staff, Consultant's project manager will arrange to retrieve any new PMS data, GIS files and drawings. Consultant will review past data, assess recent information and determine the information that is important to the project. Consultant's project manager will then work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

Task 3.2 Pavement Inspection

Consultant will undertake the following as part of Task 3.2:

Consulant's certified staff will manually inspect the City's streets (Collectors and Residentials) and alleys in Area C, as well as 100% of the City's Arterial for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressionsand weathering.

Consultant will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM 06433 and supported by PEl's quality assurance standards, which are designed to ensure accuracy and consistency. Consultant's inspectors will be certified by for quality and consistency with a demonstrated accuracy rate of± 5 PCI points. Industry standards accepts ± 10 PCI points.

As part of the field review, Consultant will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width.

Consultant will sample locations on random test sites of± 2,500 sf. Consultant will annotate the sample location on our rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas will provide the necessary information to relocate the measured area for verification.

As part of this work, Consultant will perform a Quality Control review. The QC review will compare the latest PCI's of newly rated street segments to prior PCI's from the last PMS update. The Consultant Project Manager will review any segment found to have deteriorated more than 3 PCI points per year, since the last visual evaluation (12 points for Rotation C, and 3 points for Arterials), or to have increased more than 1 PCI point, without a documented M&R treatment.

To ensure safety during the visual evaluation, Consultant will provide its inspectors with reflective safety vests and will provide traffic control using flashing beacons and vehicle-mounted magnetic signs warning of frequent stops.

At the City's discretion, in addition to the pavement inspections, Consultant can perform inspections for locating ADA ramps, potential illegal curb cuts or ramps and locations of sidewalk displacements. An additional fee proposal would be necessary, were the City to choose to have ramps, curbs, and sidewalks inspected. Consultant performed a similar inspection for the City of these elements in 2008. Our approach would follow the same guidelines.

At the City's discretion , in addition to the pavement inspections, for an additional fee, Consultant may perform inspections for locating ADA ramps, potential illegal curb cuts or ramps and locations of sidewalk displacements. Consultant's inspection approach of these elements would follow the same guidelines used in 2008.

For the ADA ramp locations, Consultant would review all the City's streets and document the location of existing ADA ramps and determine where ADA ramps should be located. Consultant may evaluate ramps for compliance to current ADA requirements
.
For sidewalk displacements, Consultant would review all the City's sidewalks and locate displacements greater than a half inch. Locations would be tied to street addresses. Consultant will generate a report that shows locations and costs of remediation.

For illegalcurb cuts or ramps. Consultant would review each street and document potential illegal cuts and ramps by street address. Consultant's report will document addresses and condition.

Task 3.3 PMS Update

Consultant will undertake the following as part of Task 3.3 following completion of Task 3.2:

Consultant will input the data collected during the visual evaluations in the City's StreetSaver® database using MTC's Mobile Rater. This will provide updated PCl's for each of the segments inspected.

Consultant will utilize StreetSaver® to develop "family curves" for each road or functional classification. Consultant will verify, to the extent possible, and input the last Maintenance and Rehabilitation (M&R) treatment and Date for each segment. Consultant will update the City's StreetSaver® database with ADT data, provided by the City, for the Arterial and Collector Streets,

As part of the update, Consultant will review the City's current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.

Task 3.4 Maintenance and Capital Improvement Plan (CIP)

Consultant will undertake the following as part of Task 3.4:

Consultant will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments for the inspected streets according to a critical-point management approach. The critical-point approach incorporates pavements from all parts of the deterioration curve, not just the best nor just the worst. Consultant will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects.

Consultant will help City staff determine the best maintenance that will maintain the City's overall PCI at a level set by the City. Consultant's analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. Consultant will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.

Task 3.5 PMS Report

Consultant will undertake the following as Task 3.5:

Consultant will prepare one copy of the PMS report in an indexed binder for the City's review. After the review, Consultant will prepare an updated final report containing all relevant information in a PDF format on a computer disk. Both the print and the electronic report will contain the following information:

- Executivesummary
- Budget needs scenarios
- Network replacement costs
- Proposed future budget levels
- Budget scenarios including
    - a scenario to maintain roadways at the existing PCI;
    - a scenario to increase the current PCI by 5 points; and
    - a scenario to show the potential PCI for roadways over five to ten years using current funding levels or a specified time range determined by the City
- A section description report for all street segments, sorted by Neighborhood
- Street sections selected for recommended treatments during the specified years with estimated costs
- Maps and exhibits.
- GIS Shapefile and Spreadsheet Export

As an option, Consultant can provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices.

Task 3.6 Quality Management

Consultant will provide the following quality assurances in Task 3.6 as part of the overall scope of work:

Consultant’s Quality Control Plan will compare the latest PCl's of newly rated street segments to prior PCl's from the last PMS update. Consultat’s engineer or senior engineering technician will identify and review, in the field, Street segments with PCl's that have increased in PCI, without any maintenance and rehabilitation, and street segments with PCl's that have dropped more than 3 PCI points per year, since their last rating. Consultant will review a minimum of 10% of the segments as part of the QC review.

Consultant’s PMS quality control plan will encompass several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. Consultant’s QA/QC procedures for PMS work will include these elements:

Trained and certified staff:

Consultant’s field technicians will have undergone strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. Consultant’s data technicians will have been trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. Consultant’s inspectors will have been certified by the Metropolitan Transportation Commission (MTC).

Equipment verification:

Prior to beginning any pavement assessment, Consultant will inspect, verify and, if necessary, calibrate its measuring equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.

Data checks:

Consultant will perform a series of data checks in the field after collecting and processing the data according to strict procedures. The Consultant PMS project manager will review the data for accuracy and completeness before a Consultant PMS data technician compiles the final database according the agency's locations and mapping system. The Consultant project manager will work with the data technician to recheck segment lengths and looks for any missing segments or data elements. This will include a verification of the Functional Classification of each segment to ensure that it complies with Caltrans Specifications. Consultant's data technician will reviews the entire database for formatting, missing information and errors.

Control, verification and random site testing:

Consultant's Project Manager will review a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. Consultant will compare these reference values to the initial PCI generated by StreetSaver® software. If there are discrepancies, Consultant will rerate the road. Once this QA/QC is finished, Consultant will update in the database any variations to what the Consultant field crew found.

Phase 4 - 2022 PMS Update:

Phase 4 Scope: Update Yearly streets and evaluation of Area C

- Task 4.0 Project Management
- Task 4.1 Preliminary Investigations
- Task 4.2 Pavement Inspection
- Task 4.3 PMS Update
- Task 4.4 Maintenance and Capital Improvement Plan (CIP)
- Task 4.5 PMS Report
- Task 4.6 Quality Management

Task 4.0 Project Management

Consultant will undertake the following as part of Phase 4, Task 4.0:

Consultant will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, Consultant will review past maintenance and rehabilitation strategies and check the City's maps and database to confirm streets, pavement areas, street limits and boundaries. Consultant will review with staff quality control measures that are described in more detail in Task 4.6.

Based on this discussion, Consultant will develop a firm schedule to track progress of the project and also will establish the format of deliverables that will be most useful to the City.

Throughoutthe project, Consultant will meet with City staff as required to coordinate and review specific project progress, schedules, and budgets to ensure the work performed meets the City's expectations and performance goals.

Task 4.1 Preliminary Investigations

Consultant will undertake the following as part of Task 4.1:

At the first meeting with City staff, Consultant's project manager will arrange to retrieve any new PMS data, GIS files and drawings. Consultant will review past data, assess recent information and determine the information that is important to the project. Consultant's project manager will work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

Task 4.2 Pavement Inspection

Consultant will undertake the following as part of Task 4.2:

Consultant's certified staff will manually inspect the City's streets (Collectors and Residentials) and alleys in Area C, as well as 100% of the City's Arterial for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering.

Consultant will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM 06433 and supported by Consultant's quality assurance standards, which are designed to ensure accuracy and consistency. PEl's inspectors will be certified by for quality and consistency with a demonstrated accuracy rate of ± 5 PCI points. Industry standards accepts ± 10 PCI points.

As part of the field review, Consultant will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width.

Consultant will sample locations on random test sites of ± 2,500 sf. Consultant will annotate the sample location on our rating sheet using footage from the beginning of each road segment.

As part of this work, Consultant will perform a Quality Control review. The QC review will compare the latest PCI's of newly rated street segments to prior PCI's from the last PMS update. The Consultant Project Manager will review any segment found to have deteriorated more than 3 PCI points per year, since the last visual evaluation (12 points for Rotation C, and 3 points for Arterials), or to have increased more than 1 PCI point, without a documented M&R treatment.

To ensure safety during the visual evaluation, Consultant will provide its inspectors with reflective safety vests and will provide traffic control using flashing beacons and vehicle-mounted magnetic signs warning of frequent stops.

At the City's discretion , in addition to the pavement inspections, for an additional fee, Consultant may perform inspections for locating ADA ramps, potential illegal curb cuts or ramps and locations of sidewalk displacements. Consultant would follow the same guidelines used in the inspection performed in 2008. For the ADA ramp locations, Consultant would review all the City's streets and document the

location of existing ADA ramps and determine where ADA ramps should be located. Consultant also may evaluate ramps for compliance to current ADA requirements.

For sidewalk displacements, Consultant would review all the City's sidewalks and locate displacements greater than a half inch. Locations would be tied to street addresses. Consultant will generate a report that shows locations and costs of remediation.

For illegal curb cuts or ramps. Consultant would review each street and document potential illegal cuts and ramps by street address. Consultant's report will document addresses and condition.

Task 4.3 PMS Update

Consultant will undertake the following as part of Task 4.3 following completion of Task 4.2:

Consultant will input the data collected during the visual evaluations in the City's StreetSaver® database using MTC's Mobile Rater. This will provide updated PCI's for each of the segments inspected.

Consultant will utilize StreetSaver® to develop "family curves" for each road or functional classification. Consultant will verify, to the extent possible, and input the last Maintenance and Rehabilitation (M&R) treatment and Date for each segment. Consultant will update the City's StreetSaver® database with ADT data, provided by the City, for the Arterial and Collector Streets.

As part of the update, Consultant will review the City's current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.

Task 4.4 Maintenance and Capital Improvement Plan (CIP)

Consultant will undertake the following as part of Task 4.4:

Consultant will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments for the inspected streets according to a critical-point management approach. The critical-point approach incorporates pavements from all parts of the deterioration curve, not just the best nor just the worst. Consultant will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects.

Consultant will help City staff determine the best maintenance that will maintain the City's overall PCI at a level set by the City. The analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. Consultant will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.

Task 4.5 PMS Report

Consultant will undertake the following as Task 4.5:

Consultant will prepare one copy of the PMS report in an indexed binder for the City's review. After the review, Consultant will prepare an updated final report containing all relevant information in a PDF format on a computer disk. Both the print and the electronic report will contain the following information:

- Executive summary
- Budget needs scenarios
- Network replacement costs
- Proposed future budget levels
- Budget scenarios including
    - a scenario to maintain roadways at the existing PCI;
    - a scenario to increase the current PCI by 5 points; and
    - a scenario to show the potential PCI for roadways over five to ten years using current funding levels or a specified time range determined by the City
- A section description report for all street segments, sorted by Neighborhood
- Street sections selected for recommended treatments during the specified years with estimated costs
- Maps, exhibits, GIS Shapefile, and Spreadsheet Export

As an option, Consultant can provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices
.

Task 4.6 Quality Management

Consultant will provide the following quality assurances in Task 4.6 as part of the overall scope of work:

Consultant’s Quality Control Plan will compare the latest PCI's of newly rated street segments to prior PCI's from the last PMS update. Consultant engineer or senior engineering technician will identify and review, in the field, Street segments with PCI's that have increased in PCI, without any maintenance and rehabilitation, and street segments with PCl's that have dropped more than 3 PCI points per year, since their last rating. Consultant will review a minimum of 10% of the segments as part of the QC review.

Consultant’s PMS quality control plan will encompass several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. Consultant’s QA/QC procedures for PMS work include these elements:

Trained and certified staff:

Consultant’s field technicians will have undergone strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. Consultant’s data technicians will have been trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. Consultant’s inspectors will have been certified by the Metropolitan Transportation Commission (MTC).

Equipment verification:

Prior to beginning any pavement assessment, Consultant will inspect, verify and, if necessary, calibrate its measuring equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.

Data checks:

Consultant will perform a series of data checks in the field after collecting and processing the data according to strict procedures. The Consultant PMS project manager will review the data for accuracy and completeness before a Consultant PMS data technician compiles the final database according the agency's locations and mapping system. Consultant PMS project manager will work with the data technician to recheck segment lengths and looks for any missing segments or data elements. This will include a verification of the Functional Classification of each segment to ensure that it complies with Caltrans Specifications. Consultant's data technician will review the entire database for formatting, missing information and errors.

Control, verification and random site testing:

Consultant's Project Manager will review a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. Consultant will compare these reference values to the initial PCI generated by StreetSaver® sof tware. If there are discrepancies, Consultant will rerate the road. Once this QA/QC is finished, Consultant will update the database with any variations to what the field crew found.

EXHIBIT B
RATES AND COSTS

The following estimated fees, hourly rates and project by task cost breakdowns will not exceed the total Agreement value of $353,275, unless mutually agreed upon by both Parties, in writing, in the form of an Amendment to the Agreement, subject to the approval of the Oxnard City Council. Method of payment. Payment by the City for the services will be made only after the services have been perfonned and an invoice is submitted. The invoice should specifically describe the services performed, the name(s) of the personnel performing such services, hours provided for the service at the hourly rate quoted in this proposal. The appropriate City representative must approve the invoice. The City will make payment on a monthly basis, thirty (30) days after receipt of the invoice.

Pavement Management System Updates (Annual Cost Summary)

- 2019 annual update - yearly streets and evaluation of Area C (Task 1): $88,315
- 2020 annual update - yearly streets, Area A and evaluation of parking lots (Task 2): $96,760
- 2021 annual update - yearly streets and evaluation of Area B (Task 3): $79,885
- 2022 annual update - yearly streets and evaluation of Area C (Task 4): $88,315

2019 Fee Breakdown by Task

Task 1.1 – Preliminary Investigations			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	11	$245	$2,695
Project Manager	10	$145	$1,450
		Task 1.1 Fee	**$4,145**
Task 1.2 – Pavement Inspection			
Position	**Units**	**Unit Rate**	**Total**
Project Manager	10	$145	$1,450
PMS Data Technician	34	$95	$3,230
PMS Inspection Team	205	$190	$38,950
Per Diem	23	$250	$5,750
		Task 1.2 Fee	**$49,380**
Task 1.3 – PMS Update and Quality Management			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	4	$245	$980
Project Manager	16	$145	$2,320
PMS Quality Control	55	$145	$7,975
PMS Data Technician	46	$95	$4,370
PMS Clerical	8	$75	$600
		Task 1.3 Fee	**$16,245**
Task 1.4 – Maintenance and Capital Improvement Plan (CIP)			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	5	$245	$1,225
Project Manager	17	$145	$2,465
PMS Data Technician	46	$95	$4,370
PMS Clerical	8	$75	$600
		Task 1.4 Fee	**$8,660**
Task 1.5 – PMS Report			
Principal Engineer	10	$245	$2,450
Project Manager	17	$145	$2,465
PMS Data Technician	46	$95	$4,370
PMS Clerical	8	$75	$600
		Task 1.4 Fee	**$9,885**
		Task 1 Estimated Fees	**$88,315**

Task 2.1 – Preliminary Investigations			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	11	$245	$2,695
Project Manager	12	$145	$1,740
		Task 2.1 Fee	**$4,435**
Task 2.2 – Pavement Inspection			
Position	**Units**	**Unit Rate**	**Total**
Project Manager	12	$145	$1,740
PMS Data Technician	38	$95	$3,610
PMS Inspection Team	223	$190	$42,370
Per Diem	24	$250	$6,000
		Task 2.2 Fee	**$53,720**
Task 2.3 – PMS Update and Quality Management			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	4	$245	$980
Project Manager	18	$145	$2,610
PMS Quality Control	60	$145	$8,700
PMS Data Technician	53	$95	$5,035
PMS Clerical	9	$75	$675
		Task 2.3 Fee	**$18,000**
Task 2.4 – Maintenance and Capital Improvement Plan (CIP)			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer	5	$245	$1,225
Project Manager	19	$145	$2,755
PMS Data Technician	53	$95	$5,035
PMS Clerical	9	$75	$675
		Task 2.4 Fee	**$9,690**
Task 2.5 – PMS Report			
Principal Engineer	10	$245	$2,450
Project Manager	19	$145	$2,755
PMS Data Technician	53	$95	$5,035
PMS Clerical	9	$75	$675
		Task 1.4 Fee	**$10,915**
		Task 2 Estimated Fees	**$96,760**

Task 3.1 – Preliminary Investigations			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer		$245	$2,450
Project Manager		$145	$1,305
		Task 3.1 Fee	**$3,755**
Task 3.2 – Pavement Inspection			
Position	**Units**	**Unit Rate**	**Total**
Project Manager		$145	$1,305
PMS Data Technician		$95	$2,945
PMS Inspection Team		$190	$34,960
Per Diem		$250	$5,250
		Task 3.2 Fee	**$44,460**
Task 3.3 – PMS Update and Quality Management			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer		$245	$735
Project Manager		$145	$2,175
PMS Quality Control		$145	$7,105
PMS Data Technician		$95	$4,085
PMS Clerical		$75	$525
		Task 3.3 Fee	**$14,625**
Task 3.4 – Maintenance and Capital Improvement Plan (CIP)			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer		$245	$980
Project Manager		$145	$2,320
PMS Data Technician		$95	$4,085
PMS Clerical		$75	$525
			$7,910
Task 3.5 – PMS Report			
Principal Engineer		$245	$2,205
Project Manager		$145	$2,320
PMS Data Technician		$95	$4,085
PMS Clerical		$75	$525
		Task 3.4 Fee	**$9,135**
		Task 3 Estimated Fees	**$79,885**

Task 4.1 – Preliminary Investigations			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer		$245	$2,695
Project Manager		$145	$1,450
		Task 4.1 Fee	**$4,145**
Task 4.2 – Pavement Inspection			
Position	**Units**	**Unit Rate**	**Total**
Project Manager		$145	$1,450
PMS Data Technician		$95	$3,230
PMS Inspection Team		$190	$38,950
Per Diem		$250	$5,750
		Task 4.2 Fee	**$49,380**
Task 4.3 – PMS Update and Quality Management			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer		$245	$980
Project Manager		$145	$2,320
PMS Quality Control		$145	$7,975
PMS Data Technician		$95	$4,370
PMS Clerical		$75	$600
		Task 4.3 Fee	**$16,245**
Task 4.4 – Maintenance and Capital Improvement Plan (CIP)			
Position	**Units**	**Unit Rate**	**Total**
Principal Engineer		$245	$1,225
Project Manager		$145	$2,465
PMS Data Technician		$95	$4,370
PMS Clerical		$75	$600
		Task 4.4 Fee	**$8,660**
Task 4.5 – PMS Report			
Principal Engineer		$245	$2,450
Project Manager		$145	$2,465
PMS Data Technician		$95	$4,370
PMS Clerical		$75	$600
		Task 4.5 Fee	**$9,885**
		Task 4 Estimated Fees	**$88,315**

EXHIBIT C
INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG . $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ❒ Per Occurrence ❒ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ❒ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: (_____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)
Telephone: (____) _____ Date Signed: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to coverage. ❒ Per Occurrence ❒ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ❒ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: ( ) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

CITY OF OXNARD CALIFORNIA

REQUEST FOR PROPOSAL
PUBLIC WORKS DEPARTMENT

Pavement Management System Update

Pavement Engineering Inc.

August 28, 2019

Pavement Engineering Inc.
You can ride on our reputation

Pavement Engineering Inc.
You can ride on our reputation

August 28, 2019 MP19-410

Ms. Patricia Garcia, Buyer
City of Oxnard
300 West Third Street
Oxnard, CA 93030

Subject: City of Oxnard – Proposal for Pavement Management System Update

Dear Patricia,

Pavement Engineering Inc. (PEI) appreciates the opportunity to respond to the City of Oxnard's RFP to provide services for the Pavement Management System Update. Based on our many years of work with public agencies throughout California, we are confident we can assist the City in successfully updating the City's pavement management system. We understand these pavement engineering services include but are not limited to evaluating the condition of City streets and alleys, updating PMS StreetSaver software and GIS system products, evaluating street maintenance and repair techniques, and developing a street maintenance capital improvement plan.

We are once again looking forward to updating the City's Pavement Management System (PMS) and have prepared and enclosed a response to the City's RFP. We have performed these services for many cities and counties throughout California, including Oxnard, and are well-prepared to perform this service again using the City's StreetSaver® program. Because of our past work for the City, I believe PEI has unique insight into the condition of the City's streets, which is an asset when it comes to PMS services. We can do this work efficiently and economically. We understand the period of performance anticipated for this solicitation shall be for four years, with each year renewable in one year increments.

We value our relationship with the City of Oxnard and our commitment to the City is to always deliver the highest quality of work on time, on budget and with honesty and unparalleled professionalism. As our slogan says, "You can ride on our reputation." Joe Seely will be the main contact person for all related correspondence between PEI and the City.

Very truly yours,

Joseph L. Ririe, P.E.
President & Senior Principal Engineer
Phone: 805.781.2265
JoeR@pavementengineering.com
Corporate Office
3485 Sacramento Drive, Suite A
San Luis Obispo, CA 93401

Joseph M. Seely
Project Manager
Phone: 805.441.4843
JoeS@pavementengineering.com
26007 Huntington Lane, Unit 5
Santa Clarita, CA 91355

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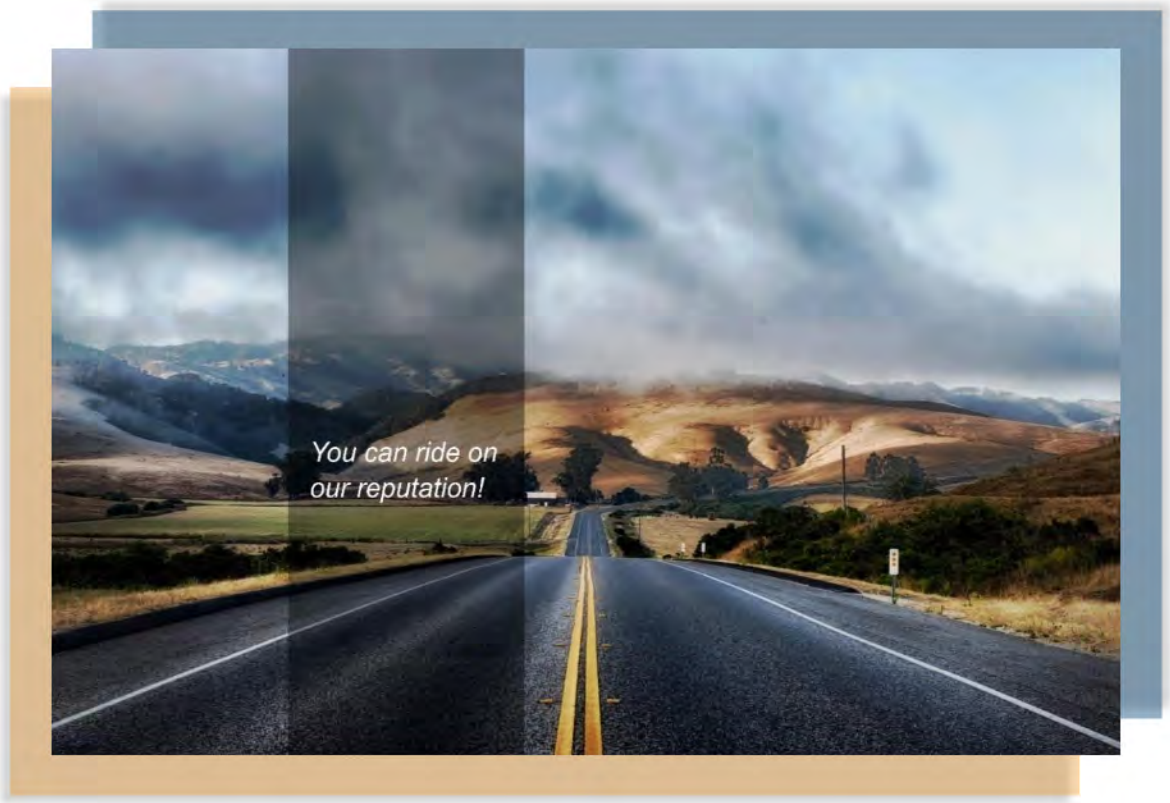
Tab A: Proposal Checklist



Tab A – Proposal Checklist

Instructions:

a) This section must be filled in and each item checked off to ensure all items requested by the City in this solicitation have been submitted.

b) Follow the instructions in each section of this solicitation.

c) Present all requested items in the index tabs ordered A through G as shown.

d) Label each item presented and include additional items on your Table of Contents.

e) All proposals must include a detailed description of each proposed service to be provided.

f) Bidders that do not follow the bid instructions found in the separate document titled "**Terms and Conditions"**, may be found to be "non-responsive" and disqualified from the bid process.

Name of Company: Pavement Engineering Inc.

Service to provide: Pavement Management System Update

Main Point of Contact: Joe Seely

E-mail: JoeS@pavementengineering.com **Phone:** 805-781-2265

Tab A Proposal Submission Checklist

General Bidder Information

Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.

		Page Number
[X] Tab A:	Proposal Checklist *(this page)*	6
[X] Tab B:	Company Profile/ Experience	9
[X] Tab C:	Acknowledgements	12
[X] Tab D:	Scope of Services	38
[X] Tab E:	References	40
[X] Tab F:	Cost/Budget Narrative	43
[X] Tab G:	Bidder Attachment	50

CERTIFICATION

I, the undersigned, certify and declare I have read and know the contents of the proposal the proposer listed below is submitting to the City of Oxnard ("City"). I certify under penalty of perjury that the preparer(s) of this proposal has/have provided only complete and truthful information to the City in this proposal. I understand that any misrepresentations or material omissions within this proposal will be grounds for potentially disqualifying the proposer or not awarding the contract to the proposer. Additionally, any misrepresentations or material omissions within this proposal are considered breaches of the contract (should the proposer be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

I, the undersigned, hereby give permission to the City and its employees and agents to contact references—including those references' officials, employees, and agents (collectively, "References")—of the proposer and its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business, or if the business is a corporation or s-corporation, of its stock (collectively, "Owners"), and request information from other clients—including those clients' officials, employees and agents (collectively, "Other Clients"). I further give permission for the City to review any criminal records of the Owners and obtain public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, and outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims by the proposer, the Owners, and all of their heirs and assigns against the City and its officials, employees and agents, the References, and the Other Clients regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph. Furthermore, I agree that the City and its officers, employees and agents may but have no obligation to share any such information.

I am executing this proposal on behalf of the proposer. I warrant and represent under penalty of perjury that I have the authority to execute this proposal on behalf of the proposer and I have the authority to bind the proposer to the answers provided in this proposal. If any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

CERTIFICATIONS

I, **Joseph L. Ririe**, a duly authorized agent of **Pavement Engineering Inc.**

Printed Name of Agent/Officer **Name of Organization**

hereby certify that **Pavement Engineering Inc** by submission of this proposal in response to the

Name of Organization

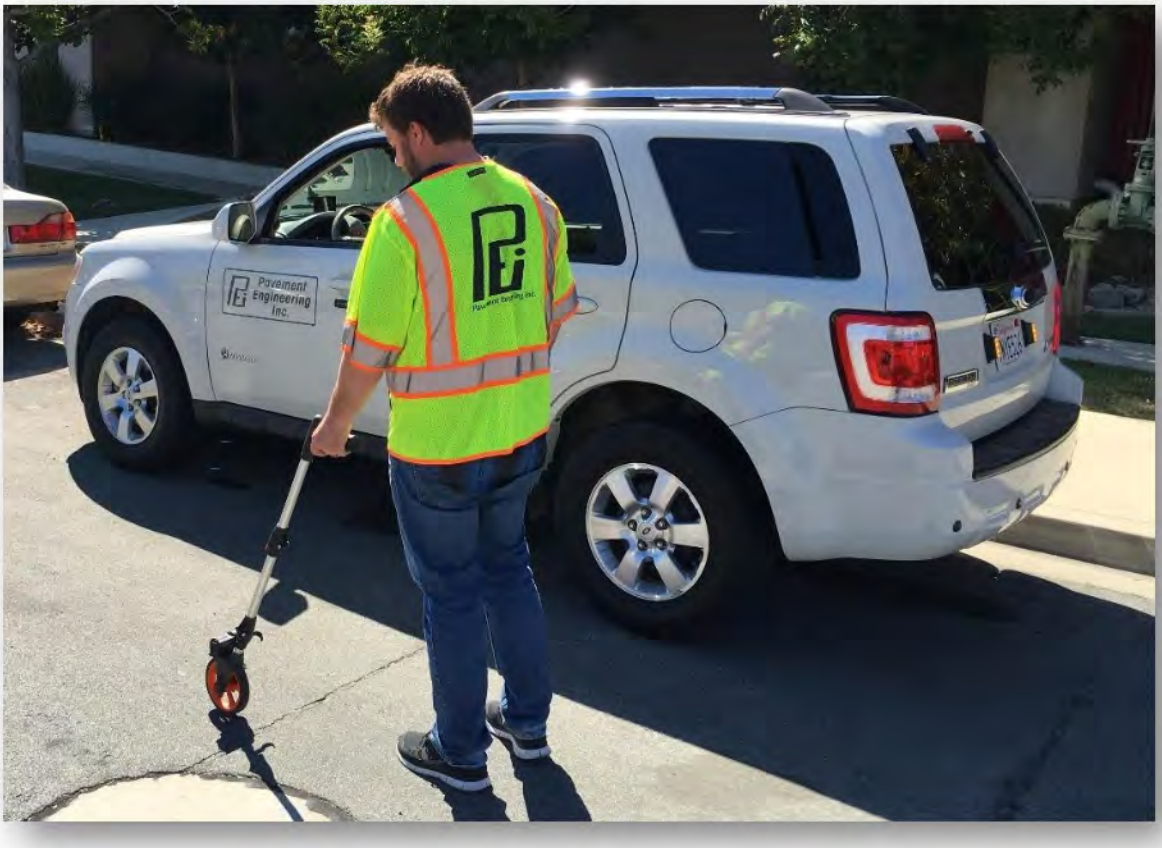
solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: Date: **8/28/2019**

Title of Agent/Officer: **President/ Senior Principal Engineer**

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

Tab B: Company Profile / Experience



Tab B - Company Profile/Experience

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.).

BIDDER'S RESPONSE:	**Pavement Engineering nc C Corporation CA**

2. Company overview and disclosure of services or activities performed, including:

   a. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of $250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and <u>if any contributions</u> were made to the Elected Officials.
   b. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
   c. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
   d. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

a. *BIDDER'S RESPONSE:*	**No Contributions were made to any Elected Officials**

b. *BIDDER'S RESPONSE:*	**See Attachment 2**

c. *BIDDER'S RESPONSE:*	**31 Years in Business 22 Years of PMS Services**

d. *BIDDER'S RESPONSE:*	**See Attachment 4**

3. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

BIDDER'S RESPONSE:	**None**

4. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

BIDDER'S RESPONSE:	**None**

5. List the members of your organization who are authorized to negotiate the Agreement. Please provide an email address.

BIDDER'S RESPONSE: **Joseph L. Ririe, PE JoeR@pavementengineering com**

6. **Credentials/Resumes/Certifications/Licenses:**

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation:

a. Position Title
b. Current Responsibilities
c. Qualifications/Experiences
d. Education
e. Certifications/licenses, if applicable
f. List other pertinent information that will assist in evaluating Bidder's qualifications.

a. *BIDDER'S RESPONSE:* **See Attachment 4**

b. *BIDDER'S RESPONSE:* **See Attachment 4**

c. *BIDDER'S RESPONSE:* **See Attachment 4**

d. *BIDDER'S RESPONSE:* **See Attachment 4**

e. *BIDDER'S RESPONSE:* **See Attachment 4**

f. *BIDDER'S RESPONSE:* **See Attachment 4**

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

Tab C: Acknowledgement

Tab C - Acknowledgement

1. **Clarifications, Exceptions, or Deviations**

All Bidder(s) shall describe any exception or deviation from the requirements of the solicitation. Each clarification, exception, or deviation must be clearly identified. If your company/firm/sole proprietorship have no clarifications, exceptions, or deviations, a statement to that effect shall be included in this section. The sample service agreement is a separate attachment discussed in the solicitation labeled "Sample Agreement" and "Bidder Terms and Conditions" document located on the Public Purchase website and incorporated herein by this reference.

The following contractual terms are **non-negotiable:**

a. Termination

b. Indemnification

c. Limitation of Liability

d. Insurance

e. Conflict of Interest

f. Governing Law

g. Assignability of Agreement

Do you have any other exceptions/deviations? If so, please identify the exception and provide an explanation:

BIDDER'S RESPONSE: **No Exceptions Taken**

2. **Evidence of Insurability/Business Licenses**

All Bidder(s) shall submit evidence of all required insurance. If awarded the contract the Bidder has ten (10) calendar days to produce the required insurances, including a certified endorsement naming the City as additionally insured. The Bidder shall certify to the possession of any and all current required licenses or certifications. Bidder must provide a copy of current business license or other applicable licenses.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

ITEM #D-6

DATE (MM/DD/YYYY) 8/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Andreini & Company-San Mateo
220 West 20th Ave
San Mateo CA 94403

CONTACT NAME: Lisa Salciccia
PHONE (A/C, No, Ext): 650-378-4238 FAX (A/C, No): 650-378-4361
E-MAIL ADDRESS: lsalciccia@andreini.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Prop Cas Co of Amer	25674
INSURER B : Peleus Insurance Company	34118
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED PAVEM-2
Pavement Engineering, Inc.
3485 Sacramento Drive Suite A
San Luis Obispo CA 93401

COVERAGES **CERTIFICATE NUMBER:** 1242604052 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		6802J6624171947	7/1/2019	7/1/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y		BA8E10451619	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CUP8E1060241947	7/1/2019	7/1/2020	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	Y	UB3H526004	7/1/2019	7/1/2020	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional Liab.			121AE000442400	7/1/2019	7/1/2020	Limit Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project #: MP19-410

The City of Oxnard, its City Council, officers, employees, agents and volunteers are named Additional Insured as respects liability arising out of activities performed by or on behalf of Consultant with regard to General and Auto Liability and Waivers of Subrogation, if required by written contract, per attached endorsements. General Aggregate limit is on a per project basis.

The coverages provided to the City are primary and not contributing to or in excess of any existing City insurance or self insurance coverages per attached See Attached...

CERTIFICATE HOLDER

City of Oxnard
Insurance Compliance
Reference No. PW20-04
P.O. Box 100085 - OX
Duluth GA 30096

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Lisa Salciccia

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AGENCY CUSTOMER ID: PAVEM-2 **ITEM #D-6**

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Andreini & Company-San Mateo		Pavement Engineering, Inc. 3485 Sacramento Drive Suite A San Luis Obispo CA 93401
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

endorsements. Insurance applies separately to each insured per attached endorsement.

Workers' Compensation Waiver of Subrogation applies per attached endorsement.

Notice of Cancellation will be delivered in accordance with the attached policy provisions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BLANKET ADDITIONAL INSURED

B. EMPLOYEE HIRED AUTO

C. EMPLOYEES AS INSURED

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

E. TRAILERS – INCREASED LOAD CAPACITY

F. HIRED AUTO PHYSICAL DAMAGE

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

I. WAIVER OF DEDUCTIBLE – GLASS

J. PERSONAL PROPERTY

K. AIRBAGS

L. AUTO LOAN LEASE GAP

M. BLANKET WAIVER OF SUBROGATION

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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Includes copyrighted material of Insurance Services Office, Inc. with its permission.

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) $50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph **C.1.b.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

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K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

(1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

(a) Overdue lease or loan payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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4. **Loss Payment – Physical Damage Coverages**

   At our option, we may:

   a. Pay for, repair or replace damaged or stolen property;

   b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

   c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

   If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. **Transfer Of Rights Of Recovery Against Others To Us**

   If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. **Bankruptcy**

   Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. **Concealment, Misrepresentation Or Fraud**

   This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

   a. This Coverage Form;

   b. The covered "auto";

   c. Your interest in the covered "auto"; or

   d. A claim under this Coverage Form.

3. **Liberalization**

   If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. **No Benefit To Bailee – Physical Damage Coverages**

   We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. **Other Insurance**

   a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

      (1) Excess while it is connected to a motor vehicle you do not own; or

      (2) Primary while it is connected to a covered "auto" you own.

   b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

   c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

   d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. **Premium Audit**

   a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions:

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy or any Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. If the policy is cancelled, that date will become the end of the policy period. If a Coverage Part is cancelled, that date will become the end of the policy period as respects that Coverage Part only.
5. If this policy or any Coverage Part is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us as part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

1. The first Named Insured shown in the Declarations:
   a. Is responsible for the payment of all premiums; and
   b. Will be the payee for any return premiums we pay.
2. We compute all premiums for this policy in accordance with our rules, rates, rating plans, premiums and minimum premiums. The premium shown in the Declarations was computed based on rates and rules in effect at

the time the policy was issued. On each renewal continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

G. Equipment Breakdown Equivalent to Boiler and Machinery

On the Common Policy Declarations, the term Equipment Breakdown is understood to mean and include Boiler and Machinery and the term Boiler and Machinery is understood to mean and include Equipment Breakdown.

This policy consists of the Common Policy Declarations and the Coverage Parts and endorsements listed in that declarations form.

In return for payment of the premium, we agree with the Named Insured to provide the insurance afforded by a Coverage Part forming part of this policy. That insurance will be provided by the company indicated as insuring company in the Common Policy Declarations by the abbreviation of its name opposite that Coverage Part.

One of the companies listed below (each a stock company) has executed this policy, and this policy is countersigned by the officers listed below:

The Travelers Indemnity Company (IND)

The Phoenix Insurance Company (PHX)

The Charter Oak Fire Insurance Company (COF)

Travelers Property Casualty Company of America (TIL)

The Travelers Indemnity Company of Connecticut (TCT)

The Travelers Indemnity Company of America (TIA)

Travelers Casualty Insurance Company of America (ACJ)

Wendy C. Sh

Secretary

President

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

(1) Nonpayment of premium; or

(2) Discovery of fraud by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(2) Discovery of fraud or material misrepresentation by:

(a) Any insured or his or her representative in obtaining this insurance; or

(b) You or your representative in pursuing a claim under this policy.

(3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

(4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

(5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure

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materially increases any of the risks insured against.

(6) A determination by the Commissioner of Insurance that the:

(a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or

(b) Continuation of the policy coverage would:

(i) Place us in violation of California law or the laws of the state where we are domiciled; or

(ii) Threaten our solvency.

(7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.

b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph **3.a.**

B. The following provision is added to the **Cancellation** Common Policy Condition:

7. Residential Property

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.

b. We may not cancel this policy solely because the first Named Insured has:

(1) Accepted an offer of earthquake coverage; or

(2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction **(c.)** applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

(1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

(2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

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Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

a. We may elect not to renew such coverage for any reason, except as provided in **b., c.** and **d.** below.

b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

(1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

(2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

(3) We have:

(a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

(b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.

d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction **(d.)** applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

(1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or

(2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.

3. We are not required to send notice of nonrenewal in the following situations:

a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **C.1.**

c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.

d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.

e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.

f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph **C.1.,** to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

c. With respect to the independent acts or omissions of such person or organization; or

d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

f. This insurance does not apply to the rendering of or failure to render any "professional services".

g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section **III** – Limits Of Insurance.

h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

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3. The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After you have signed that written contract;

b. While that part of the written contract is in effect; and

c. Before the end of the policy period.

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TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS AND DESIGNATED PROJECT AND LOCATION AGGREGATE LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS

LIMITS OF INSURANCE

Total Aggregate Limit (Other Than Projects and Products-Completed Operations)	**$** 14,000,000
Designated Location Aggregate Limit (Other Than Products-Completed Operations)	**$** 2,000,000
Designated Project Aggregate Limit (Other Than Products-Completed Operations)	**$** 2,000,000
General Aggregate Limit (Other Than Products-Completed Operations)	**$** 2,000,000

Designated Projects:
Each "project" for which you have agreed, in a written contract which is in effect during this policy period, to provide a separate General Aggregate Limit, provided that the contract is signed and executed by you before the "bodily injury" or "property damage" occurs.

Designated Locations:
All locations listed in Item 3. of the Common Policy Declarations or in any Master Pac Account Exposure Endorsement included in this policy.

PROVISIONS

1. The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.
2. The following replaces Paragraph **1.** of **SECTION III – LIMITS OF INSURANCE**:
   1. The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:
      a. Insureds;
      b. Claims made or "suits" brought;

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c. Persons or organizations making claims or bringing "suits"; or

d. "Projects" or "locations".

3. The following replaces Paragraph **2.** of **SECTION III – LIMITS OF INSURANCE**:

2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:

(1) Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

(2) Damages under Coverage **B**; and

(3) Medical expenses under Coverage **C**.

b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

(1) The Designated Project Aggregate Limit is the most we will pay for the sum of:

(a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences"; and

(b) Medical expenses under Coverage **C** for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "project".

(2) The Designated Project Aggregate Limit applies separately to each "project".

(3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.

(4) The Designated Project Aggregate Limit does not apply to damages under Coverage **B**. Instead, the General Aggregate Limit described in Paragraph **2.d.** below applies to such damages.

(5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.

c. Subject to the Total Aggregate Limit described in Paragraph **2.a.** above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

(1) The Designated Location Aggregate Limit is the most we will pay for the sum of:

(a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences"; and

(b) Medical expenses under Coverage **C** for "bodily injury" caused by accidents;

that can be attributed only to operations at a single "location".

(2) The Designated Location Aggregate Limit applies separately to each "location".

(3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.

(4) The Designated Location Aggregate Limit does not apply to damages ssunder Coverage **B**. Instead, the General Aggregate Limit described in

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Paragraph **2.d.** below applies to such damages.

(5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:

(a) The Total Aggregate Limit; and

(b) The Designated Location Aggregate Limit for the applicable "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph **2.d.** below, the Designated Project Aggregate Limit or the Designated Location Aggregate Limit for any other "location".

d. Subject to the Total Aggregate Limit described in Paragraph **2.a.** above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

(1) The General Aggregate Limit is the most we will pay for the sum of:

(a) Damages under Coverage **A** because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage **C** for "bodily injury" caused by accidents, that cannot be attributed only to operations at a single "project" or a single "location"; and

(b) Damages under Coverage **B**.

(2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph **3.** below applies to such damages.

(3) Any payments made for damages or medical expenses to which the General Aggregate Limit applies will reduce:

(a) The Total Aggregate Limit; and

(b) The General Aggregate Limit.

Such payments will not reduce the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

4. The following replaces Paragraph **3.** of **SECTION III – LIMITS OF INSURANCE**:

3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage **A** for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit, the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

5. The following is added to the **DEFINITIONS** Section:

"Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Projects and Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "location".

"Project" means any designated project shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is away from premises owned by or rented to you and at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "project".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   (2) A watercraft you do not own that is:

   (a) 75 feet long or less; and

   (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

   e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

   (1) 75 feet long or less; and

   (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTIO N II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-3H526004-19-47-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.	ENGINEERS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: 06-27-19 ST ASSIGN:

ute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

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Section D: Scope of Services

3. **Transition (If applicable)**

Upon expiration or termination of this Agreement for any reason, during the transition close-out period the Contractor agrees to:

a. Continue delivering services until notified otherwise; and
b. Assist the City in the orderly transition and transfer of all collaborations and committees to the City and the subsequent Contractor(s); and
c. Provide, in a timely manner, all file and information deemed necessary by the City for use in subsequent contracting activities without additional cost to the City or the new Contractor(s), upon termination or expiration of this Agreement for any reason; and
d. Cooperate with the City during a transition close-out period to ensure orderly and seamless delivery of services to the City.

Tab D - Scope of Services

This solicitation has a space provided under each question the City has of the Bidder. This solicitation is available for electronic download at www.publicpurchase.com.

Bidders must address all points in this section. All responses are in italicized font in the box.

Summary of Services

1. Provide a summary of the work plan and/or methodology and physical resources (staff and equipment) your company will commit to ensure successful project completion.

BIDDER'S RESPONSE:
Located in Attachment 3: Attachment D: Scope of Services

Section E: References

Tab E - References

All Bidder(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	City of Santa Maria
Address:	110 S Pine St Suite 101 Santa Maria CA 93458
Contact person:	Eric Riddiough PE
Email address:	eriddiough@cityofsantamaria.org
Telephone address:	805.925. 0951 ext 2476
Project name:	2018 City Wide Pavement Management System Update
Dates worked performed:	April 2018 - April 2019
Summary of scope of services:	Pavement Management System Update
Project cost:	$94,935.00

Reference 2	
Company name:	County of Santa Barbara
Address:	912 West Foster Road Santa Maria CA 93455
Contact person:	Kurt Klucker
Email address:	Kklucke@cosbpw.net
Telephone address:	805 934 6100
Project name:	2018 Annual Pavement Management Update
Dates worked performed:	August 2018 - December 2018
Summary of scope of services:	Pavement Management System Update
Project cost:	$65,670.00

Reference 3	
Company name:	City of Santa Clarita
Address:	23920 Valencia Blvd Ste 300 Santa Clarita CA 91355
Contact person:	Ramiro Fuentes
Email address:	rfuentes@santa-clarita.com

Telephone address:	**661 286 4138**
Project name:	**2018 Annual Pavement Management System Update**
Dates worked performed:	**October 2018 - Present**
Summary of scope of services:	**Pavement Management System Update**
Project cost:	**$89,860.00**

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

BIDDER'S RESPONSE:	**See Attachment 3**

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER'S RESPONSE:	**None**

Section F: Cost / Budget Narrative

Tab F - Cost Proposal/Budget Narrative

In this section, please include a Cost Proposal. Cost Proposals will be disclosed to the evaluators after the evaluation of the technical proposals has been completed. The City reserves the right to negotiate final fees with the selected Contractor(s). Proposals must fully describe all costs of charges to the City as part of this service/project. As stated in the Cost Proposal, Bidders must provide fully inclusive blended rates, which are all-encompassing of the Bidder's project-related or supported expenses, including travel expenses. Bidders may also include any other documents as information to further explain the proposed costs.

Method of payment. Payment by the City for the services will be made only after the services have been performed and an invoice is submitted. The invoice should specifically describe the services performed, the name(s) of the personnel performing such services, hours provided for the service at the hourly rate quoted in this proposal. The appropriate City representative must approve the invoice. The City will make payment on a monthly basis, thirty (30) days after receipt of the invoice.

Cost proposal must be all-inclusive and include, but not be limited to, the following administration, travel, training and related costs.

a) Provide total review hours detailed by partner, senior manager, manager, field supervisor and other staff.
b) Hourly rate detailed by partner, senior manager, manager, field supervisor and other staff.
c) The maximum annual cost for each of the four (4) years.

City of Oxnard
Estimated Fees for 2019-2022
Pavement Management System Updates

The City of Oxnard maintains approximated 382 miles of streets, 70 miles of alleys, and 61 Parking Lots. Historically, street inspections have been performed on a three-year rotation with a third of residential and collector streets inspected each year and 100% of arterials receiving annual inspections. The City wants to continue that three-year rotation, starting with Rotation C, to update its Pavement Management System and its 30-year master plan.

The City asked Pavement Engineering Inc. to provide cost proposals for each project broken down by year, tasks, hours and estimated fees.

PEI's fees are summarized below and detailed in the enclosed fee schedules. The fees are based on our prior experience with the City, the knowledge of its streets and similar projects for public agencies throughout the State. All fees and costs quoted are subject to final negotiation with the City of Oxnard.

Pavement Management System Updates

- 2019 annual update - yearly streets and evaluation of Area C: $88,315
- 2020 annual update - yearly streets, Area A and evaluation of parking lots: $96,760
- 2021 annual update - yearly streets and evaluation of Area B: $79,885
- 2022 annual update - yearly streets and evaluation of Area C: $88,315

City of Oxnard
2019 Pavement Management System Update Fees

The City of Oxnard maintains approximately 382 miles of streets and 70 miles of alleys. For 2019, the City wants inspections on the City's streets (Collectors and Residentials) and alleys in Area C, as well as 100% of the City's Arterials, approximately 218 Centerline Miles.

PEI's fee breakdown incorporates all the required work for 2019, which is based on our prior experience with the City, the knowledge of its streets and similar PMS projects performed for other public agencies. The estimated fee for the total 2019 project will be $88,315. All fees and costs are subject to final negotiation with the City of Oxnard.

Task 1.1 – Preliminary Investigations			
Position	Units	Unit Rate	Total
Principal Engineer	11	$245	$2,695
Project Manager	10	$145	$1,450
		Task 1.1 fee	**$4,145**
Task 1.2 – Pavement Inspection			
Position	Units	Unit Rate	Total
Project Manager	10	$145	$1,450
PMS Data Technician	34	$95	$3,230
PMS Inspection Team	205	$190	$38,950
Per Diem	23	$250	$5,750
		Task 1.2 fee	**$49,380**
Task 1.3 – PMS Update and Quality Management			
Position	Units	Unit Rate	Total
Principal Engineer	4	$245	$980
Project Manager	16	$145	$2,320
PMS Quality Control	55	$145	$7,975
PMS Data Technician	46	$95	$4,370
PMS Clerical	8	$75	$600
		Task 1.3 fee	**$16,245**
Task 1.4 - Maintenance and Capital Improvement Plan (CIP)			
Position	Units	Unit Rate	Total
Principal Engineer	5	$245	$1,225
Project Manager	17	$145	$2,465
PMS Data Technician	46	$95	$4,370
PMS Clerical	8	$75	$600
		Task 1.4 fee	**$8,660**
Task 1.5 – PMS Report			
Position	Units	Unit Rate	Total
Principal Engineer	10	$245	$2,450
Project Manager	17	$145	$2,465
PMS Data Technician	46	$95	$4,370
PMS Clerical	8	$75	$600
		Task 1.5 fee	**$9,885**
		Task 1 Estimated Fees	**$88,315**

City of Oxnard
2020 Pavement Management System Update Fees

The City of Oxnard maintains approximately 382 miles of streets and 70 miles of alleys. For 2020, the City wants inspections on 100% of the City's Arterial streets and the City's Collectors, Residentials, and alleys in Area A, Approximately 216 Centerline Miles. As well as, the pavements at each of the City owned and maintained parking lots (61 sites).

PEI's fee breakdown incorporates all the required work for 2020, which is based on our prior experience with the City, the knowledge of its streets and similar PMS projects performed for other public agencies. The estimated fee for the total 2020 project will be $96,760. All fees and costs are subject to final negotiation with the City of Oxnard.

Task 2.1 – Preliminary Investigations			
Position	Units	Unit Rate	Total
Principal Engineer	11	$245	$2,695
Project Manager	12	$145	$1,740
		Task 2.1 fee	**$4,435**
Task 2.2 – Pavement Inspection			
Position	Units	Unit Rate	Total
Project Manager	12	$145	$1,740
PMS Data Technician	38	$95	$3,610
PMS Inspection Team	223	$190	$42,370
Per Diem	24	$250	$6,000
		Task 2.2 fee	**$53,720**
Task 2.3 – PMS Update and Quality Management			
Position	Units	Unit Rate	Total
Principal Engineer	4	$245	$980
Project Manager	18	$145	$2,610
PMS Quality Control	60	$145	$8,700
PMS Data Technician	53	$95	$5,035
PMS Clerical	9	$75	$675
		Task 2.3 fee	**$18,000**
Task 2.4 - Maintenance and Capital Improvement Plan (CIP)			
Position	Units	Unit Rate	Total
Principal Engineer	5	$245	$1,225
Project Manager	19	$145	$2,755
PMS Data Technician	53	$95	$5,035
PMS Clerical	9	$75	$675
		Task 2.4 fee	**$9,690**
Task 2.5 – PMS Report			
Position	Units	Unit Rate	Total
Principal Engineer	10	$245	$2,450
Project Manager	19	$145	$2,755
PMS Data Technician	53	$95	$5,035
PMS Clerical	9	$75	$675
		Task 2.5 fee	**$10,915**
		Task 2 Estimated Fees	**$96,760**

City of Oxnard
2021 Pavement Management System Update Fees

The City of Oxnard maintains approximately 382 miles of streets and 70 miles of alleys. For 2021, the City wants inspections on the City's streets (Collectors and Residentials) and alleys in Area B, as well as 100% of the City's Arterials, approximately 193 Centerline Miles.

PEI's fee breakdown incorporates all the required work for 2021, which is based on our prior experience with the City, the knowledge of its streets and similar PMS projects performed for other public agencies. The estimated fee for the total 2021 project will be $79,885. All fees and costs are subject to final negotiation with the City of Oxnard.

Task 3.1 – Preliminary Investigations			
Position	Units	Unit Rate	Total
Principal Engineer	10	$245	$2,450
Project Manager	9	$145	$1,305
		Task 3.1 fee	**$3,755**
Task 3.2 – Pavement Inspection			
Position	Units	Unit Rate	Total
Project Manager	9	$145	$1,305
PMS Data Technician	31	$95	$2,945
PMS Inspection Team	184	$190	$34,960
Per Diem	21	$250	$5,250
		Task 3.2 fee	**$44,460**
Task 3.3 – PMS Update and Quality Management			
Position	Units	Unit Rate	Total
Principal Engineer	3	$245	$735
Project Manager	15	$145	$2,175
PMS Quality Control	49	$145	$7,105
PMS Data Technician	43	$95	$4,085
PMS Clerical	7	$75	$525
		Task 3.3 fee	**$14,625**
Task 3.4 - Maintenance and Capital Improvement Plan (CIP)			
Position	Units	Unit Rate	Total
Principal Engineer	4	$245	$980
Project Manager	16	$145	$2,320
PMS Data Technician	43	$95	$4,085
PMS Clerical	7	$75	$525
		Task 3.4 fee	**$7,910**
Task 3.5 – PMS Report			
Position	Units	Unit Rate	Total
Principal Engineer	9	$245	$2,205
Project Manager	16	$145	$2,320
PMS Data Technician	43	$95	$4,085
PMS Clerical	7	$75	$525
		Task 3.5 fee	**$9,135**
		Task 3 Estimated Fees	**$79,885**

City of Oxnard
2022 Pavement Management System Update Fees

The City of Oxnard maintains approximately 382 miles of streets and 70 miles of alleys. For 2022, the City wants inspections on the City's streets (Collectors and Residentials) and alleys in Area C, as well as 100% of the City's Arterials, approximately 218 Centerline Miles.

PEI's fee breakdown incorporates all the required work for 2022, which is based on our prior experience with the City, the knowledge of its streets and similar PMS projects performed for other public agencies. The estimated fee for the total 2022 project will be $88,315. All fees and costs are subject to final negotiation with the City of Oxnard.

Task 4.1 – Preliminary Investigations			
Position	Units	Unit Rate	Total
Principal Engineer	11	$245	$2,695
Project Manager	10	$145	$1,450
		Task 4.1 fee	**$4,145**
Task 4.2 – Pavement Inspection			
Position	Units	Unit Rate	Total
Project Manager	10	$145	$1,450
PMS Data Technician	34	$95	$3,230
PMS Inspection Team	205	$190	$38,950
Per Diem	23	$250	$5,750
		Task 4.2 fee	**$49,380**
Task 4.3 – PMS Update and Quality Management			
Position	Units	Unit Rate	Total
Principal Engineer	4	$245	$980
Project Manager	16	$145	$2,320
PMS Quality Control	55	$145	$7,975
PMS Data Technician	46	$95	$4,370
PMS Clerical	8	$75	$600
		Task 4.3 fee	**$16,245**
Task 4.4 - Maintenance and Capital Improvement Plan (CIP)			
Position	Units	Unit Rate	Total
Principal Engineer	5	$245	$1,225
Project Manager	17	$145	$2,465
PMS Data Technician	46	$95	$4,370
PMS Clerical	8	$75	$600
		Task 4.4 fee	**$8,660**
Task 4.5 – PMS Report			
Position	Units	Unit Rate	Total
Principal Engineer	10	$245	$2,450
Project Manager	17	$145	$2,465
PMS Data Technician	46	$95	$4,370
PMS Clerical	8	$75	$600
		Task 4.5 fee	**$9,885**
		Task 4 Estimated Fees	**$88,315**

Section G: Bidder Attachment

Tab G - Bidder Attachment

Any response that Bidders are finding difficulty pasting into the "Bidders Response" boxes in any section of the solicitation, bidders shall paste in Tab G. When pasting attachments to Tab G, label the attachments "Attachment 1", Attachment 2" and so forth. Enter the corresponding "Attachment Number" into the Bidder's Response box as the example shows below:

Below is an example:

Tab C - Company Profile

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.)

BIDDER'S RESPONSE: Located in "Attachment 1"

2. Proof of non-profit status, if applicable

BIDDER'S RESPONSE: Located in "Attachment 2"

Tab G - Any response that Bidders are finding difficulty pasting into the "Bidders Response" boxes in any section of the solicitation, bidders shall paste in Tab I. When pasting attachments to Tab G, label the attachments "Attachment 1", Attachment 2" and so forth. Enter the corresponding Attachment Number into the Bidder's Response box with the words "See Tab G." List all attachments with an index tab.

List all attachments included in this Section. Please use additional pages to list attachments if necessary.

Attachment Number	Document Title	Page Number
Attachment 1	**Company Profile/ Experience**	**51 - 52**
Attachment 2	**Organizational Chart**	**53**
Attachment 3	**Relevant Experience**	**54 - 59**
Attachment 4	**Credentials/ Resumes/ Certifications/ Licenses**	**60-65**
Attachment 5	**Attachment D Scope of Services**	**66 - 89**
Attachment 6	_____	_____
Attachment 7	_____	_____
Attachment 8	_____	_____

Company Overview and Experience

Pavement Engineering Inc.
C Corporation (CA)
Phone: (805) 781-2265
Fax: (805) 781-2267

Contact Person:
Joe Seely, Project Manager
Joes@pavementengineering.com

Principal Officers:
Joseph L. Ririe, PE – President
William J. Long, PE – CEO

Pavement Engineering Inc. (PEI) specializes in pavement. During any given year, we evaluate, design, inspect and test millions of square feet of pavement throughout California.

With collective experience spanning over three decades, our highly-trained staff can quickly determine pavement condition and identify potential problems. Because our firm provides services ranging from initial pavement investigation and testing to design and inspection, we know what to look for and how to correct the problems simply and cost effectively.

PEI also understands the responsibilities of and constraints on government departments. They are charged with maintaining assets in fiscally responsible ways while maximizing services and work to deliver a quality product. This is no easy task, but it's where PEI excels. When it comes to assisting our clients, we take a very personal approach to their success. Our goal is to maximize pavement assets, minimize costs and always ensure a quality, long-lasting product. PEI's clients benefit from our experience and expertise.

We have worked with the following California public agencies:

Atascadero	Gilroy	Mill Valley	Reedley	Seaside
Belmont	Goleta	Millbrae	Rocklin	Sebastopol
Brentwood	Grover Beach	Milpitas	Port Hueneme	Shasta Lake
Buellton	Guadalupe	Monte Sereno	Rocklin	Sierra County
Calabasas	Hayward	Monterey	Roseville	Solano County
Calistoga	Hemet	Moorpark	Sacramento	Sonoma Co.
Camarillo	Hercules	Morgan Hill	San Anselmo	St. Helena
Carpinteria	Hollister	Napa	San Carlos	Stanislaus Co.
Citrus Heights	Lake County	Novato	San Luis Obispo	Stockton
Clayton	Lakeport	Oakdale	San Luis Obispo Co.	Tehama County
Concord	Larkspur	Oakley	San Mateo	Thousand Oaks
Cupertino	Lathrop	Ojai	San Mateo Co.	Tiburon
Danville	Lincoln	Oxnard	San Ramon	Vacaville
El Cerrito	Lompoc	Pacifica	Santa Barbara	Walnut Creek
Emeryville	Los Altos	Palo Alto	Santa Barbara Co.	Windsor
Escalon	Los Altos Hills	Paso Robles	Santa Clarita	Woodland
Fort Bragg	Los Gatos	Petaluma	Santa Cruz Co.	Yountville
Galt	Marin County	Pismo Beach	Santa Maria	Yreka

PAVEMENT MANAGEMENT PROGRAM EXPERIENCE

30+

Years in business

600+

Clients throughout California

7,500+

Completed projects

100%

Committed to excellence

PEI is one of the most experienced pavement management specialists in California, with dozens of successful public agency clients throughout California, many of whom have relied on our pavement management services repeatedly for **over two decades.**

PEI began performing PMP evaluations in the 1990s using both APWA's MicroPAVER™ and MTC's StreetSaver® program. Our company is registered through the MTC as a certified StreetSaver® consultant. This ensures our company and raters are accurate and work in compliance with Metropolitan Transportation Commission (MTC) standards.

In 2009, PEI was awarded "Best Pavement Management Consultant" by the Bay Area Metropolitan Transportation Commission (MTC), which covers 109 local agencies.

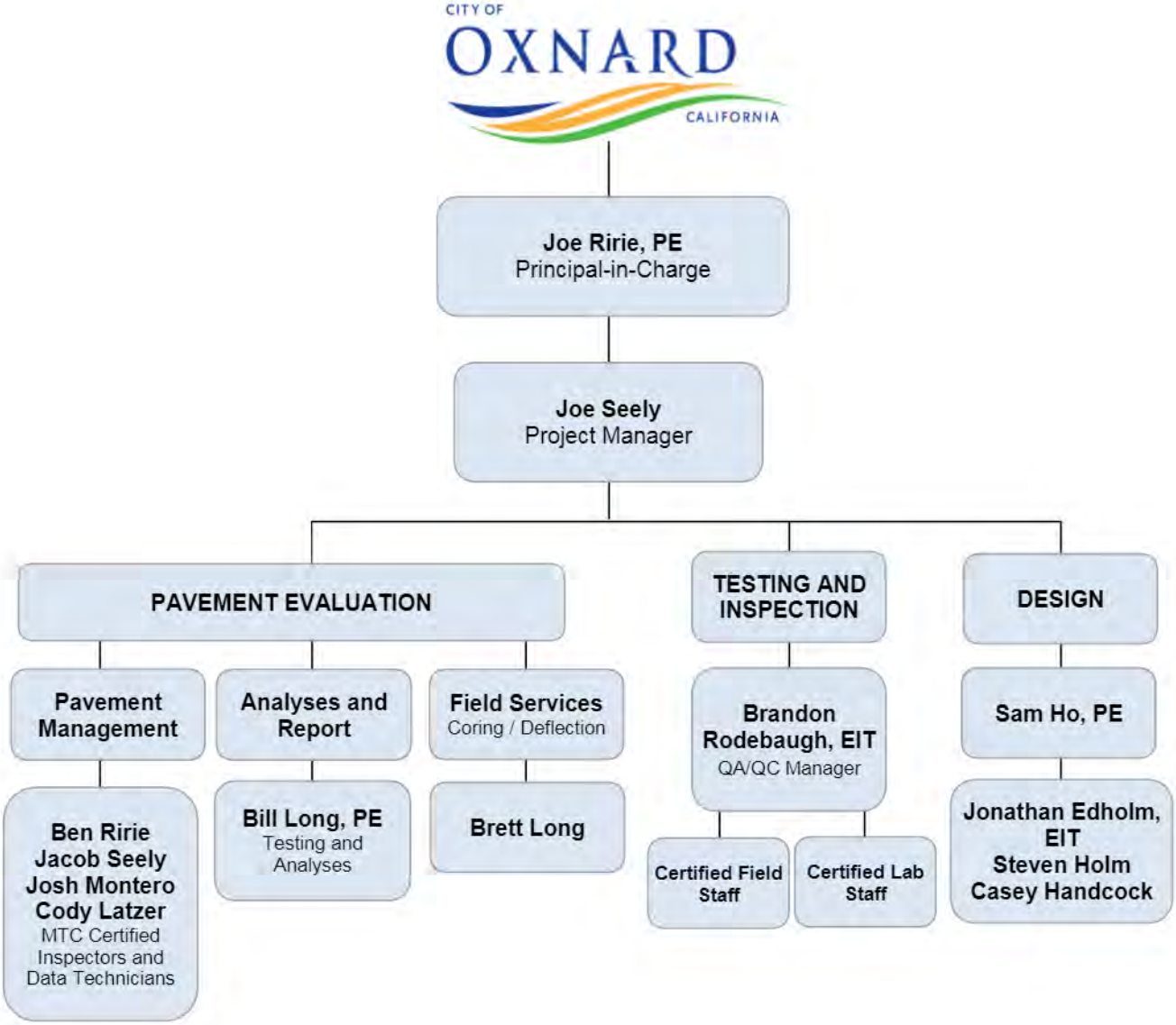
In presenting the award, Amy Burch, MTC PTAP Project Manager said: ***"PEI stands behind their work. Providing quality products for their clients is just a standard. They have raised the bar for all PTAP consultants."***

After performing a PMS update for the City of Reedley, City Manager, Nicole Zieba, stated, ***"Pavement Engineering Inc. did an outstanding job assisting our city with its pavement management system. Their knowledge and expertise resulted in a seamless completion of this project. This is, by far, one of the best investments in streets and roads that our City has made.***

The final presentation PEI gave to City Council on the outcomes of the assessment was fantastic. It was clear and non-technical, and it provided a future road map for getting the most out of our limited street and road dollars. I highly recommend that all cities use PEI for a full pavement management analysis and plan."

Because PEI combines nearly three decades of pavement maintenance and rehabilitation projects with two decades of PMP experience, we provide the most accurate pavement distress data, timely recommendations and precise budgets that ensure the longest lasting pavement product. To insure accuracy, we require all of our PMS field inspectors to attend MTC training classes as well as complete the MTC StreetSaver® Rater Certification Program. Our goal is to ensure the City has the most accurate database possible, including original construction dates and CIP maintenance records, all of which will provide a better, more accurate pavement management system going forward. Many of our public agency clients have used PEI's PMP update services for more than a decade.

ORGANIZATIONAL CHART



RELEVANT EXPERIENCE

PEI manages all public projects "hands on" through every step. We work closely with each agency to make sure its project team is informed and confident that projects are managed prudently and honestly with an eye for detail and unsurpassed professionalism. Recent Pavement Management Projects of similar size and scope include the following:

City of Santa Clarita
Annual Asphalt Inspection & Pavement Management System Update

Client Contact	23920 Valencia Blvd., Suite 300 Santa Clarita, CA 91355 Ramiro Fuentes Assistant Engineer 661.286.4138 rfuentes@santa-clarita.com
Project Date	October 2018 – Present
Project Cost / Firm Fee	$89,860
PEI Key Assigned Staff	Joe Ririe, P.E. – Principle in Charge Joe Seely – Project Manager Josh Montero – Field Supervisor

Scope of services: PEI has performed pavement management program services for the City of Santa Clarita since 2000. Last year PEI inspected approximately 330 lane miles of the City's arterials and a third of its collector and residential/local streets and bike trails (approximately 230 lane miles). Additionally, the City has asked us perform inspection on 1/3 of their system annually, on a rotating basis. We also completed a detailed pavement inspection of identified streets and updated the City's pavement management program, including adding new streets that were recently annexed by the City, identified and included missing data, and updated streets that received an overlay or maintenance treatment within the previous year.

City of Santa Maria
2018 Citywide Pavement Management System Update

Client Contact	110 S. Pine St. Suite 101 Santa Maria, CA 93458 Eric Riddiough, PE Senior Civil Engineer 805.925.0951 ext 2476 eriddiough@cityofsantamaria.org
Project Date	April 2018 – April 2019
Project Cost / Firm Fee	$94,935.00
PEI Key Assigned Staff	Joe Ririe, P.E. – Principle in Charge Joe Seely – Project Manager Jacob Seely – Field Supervisor

Scope of Services: PEI performed a Citywide Pavement Management System Update for the City of Santa Maria. This included updating the City's street inventory and developing pavement management strategies and budgets. The City maintained approximately 228 centerline miles of roads. Additionally, we provided training and technical support to City staff.

County of Santa Barbara
Pavement Management System Update

Client Contact	912 West Foster Road Santa Maria, CA 93455 Kurt Klucker Road Maintenance Manager 805.934.6100 kklucke@cosbpw.net
Project Date	August 2018 – December 2018
Project Cost / Firm Fee	$65,670.00
PEI Key Assigned Staff	Joe Ririe, P.E. – Principle in Charge Joe Seely – Project Manager Josh Montero – Field Supervisor

Scope of services: PEI has performed pavement management system updates for the County of Santa Barbara continuously since 2002. The County relies on PEI because of our reputation for accurate ratings. With 831 centerline miles of roads, the County has a nearly half billion dollars investment in pavement to maintain, which it does with the help of PEI's PMS updates. In 2010, the County decided to transition from MicroPAVER™ to StreetSaver® and asked PEI to oversee the transition and perform the work. We coordinated the data migration so none of the pervious data was lost and provided the necessary training and support to make sure staff understood the program felt thoroughly comfortable using the new software. Since 2010, we have performed a Pavement Management System update for the County every year.

City of Oxnard
2015 Citywide Pavement Management Program Update
2017 Rotation A Pavement Management Program Update
2018 Rotation B Pavement Management Program Update

Client Contact	300 West Third Street, 2nd Floor, East Wing Oxnard, CA 93030 Asitha Withanage Civil Engineer 805.385.8052 Asitha.Withanage@oxnard.org
Project Dates	March 2015 – March 2016; February 2017 – September 2017 February 2018 – September 2018
Project Cost / Firm Fee	2015 - $190,308.75 2017 - $95,990.00 2018 - $77,745.00
PEI Key Assigned Staff	Joe Ririe, P.E. – Principle in Charge Joe Seely – Project Manager Jacob Seely – Field Supervisor

Scope of services: PEI has worked with the City of Oxnard almost continuously since 1987 and set up its first pavement management PROGRAM in 2000 using MicroPAVER™. We subsequently performed all of the annual inspections until 2010 when the City chose to try an automated rating system. In 2015, the City opted to return to manual surveys and decided to update its pavement management system using StreetSaver® software and turned to PEI because of our known expertise. We rated approximately 382 miles of streets, 70 miles of alleys, and assisted with the streets portion of a 30-year master plan for the City.

PEI performed the first year of a three-year rotational update for the City in 2017 which included the City's Area A & Arterials streets, or approximately 216 Centerline miles. As part of that update the City decided to add their 61 City maintained parking lots to their database as well.

PEI performed the second year of the three-year rotational update for the City in 2018. This update included the City's Area B & Arterials Streets, or approximately 193 Centerline miles.

City of Reedley
2017 Pavement Management System Development

Client Contact	1733 Ninth Street Reedley, CA 93654 John Robertson City Engineer 559.637.4200 ext.221 John.robertson@reedley.ca.gov
Project Dates	October 2016 – April 2017
Project Cost / Firm Fee	$62,661.25
PEI Key Assigned Staff	Joe Ririe, P.E. – Principle in Charge Joe Seely – Project Manager Jacob Seely – Field Supervisor

Scope of services: In 2017, PEI inspected all the City's roads, verifying measurements, updating pavement needs and developing a five-year plan. Upon completing the work, PEI performed a budget analysis to establish the overall needs of the current system. After working with the City, City Manager, Nicole Zieba stated, "*Pavement Engineering Inc. did an outstanding job assisting our city with its pavement management system. Their knowledge and expertise resulted in a seamless completion of this project. This is, by far, one of the best investments in streets and roads that our City has made. The final presentation PEI gave to City Council on the outcomes of the assessment was fantastic. It was clear and non-technical, and it provided a future road map for getting the most out of our limited street and road dollars. I highly recommend that all cities use PEI for a full pavement management analysis and plan.*"

Metropolitan Transportation Commission (MTC)
Pavement Management Services through the P-TAP Program

Client Contact	101 Eighth Street Oakland, CA 94607 Sui Tan Analyst 210.817.5844 stan@mtc.ca.gov Christina Hohorst Analyst 415.778.5269 chohorst@mtc.ca.gov
Project Dates	April 2017 – April 2018 April 2018 – April 2019
Project Cost / Firm Fee	$226,000.00 $183,000.00
PEI Key Assigned Staff	Joe Ririe, P.E. – Principle in Charge Joe Seely – Project Manager Ben Ririe – Field Supervisor

METROPOLITAN TRANSPORTATION COMMISSION

Scope of services: In 2016, PEI applied for and was accepted as a consultant for the Metropolitan Transportation Commission's (MTC) Pavement Technical Assistance Program (P-TAP). As one of MTC's P-TAP consultants, we were then assigned several clients (Cities), per year, which we would be providing pavement management assistance to. The cities which PEI provided pavement management services for, since 2017, include the following:

- Belmont
- Berkeley
- Brentwood
- Clayton
- Emeryville
- Lafayette
- Larkspur
- Millbrae
- Mill Valley
- Orinda
- San Anselmo
- San Ramon
- Sausalito
- Tiburon
- Yountville

For each of these clients, PEI updated their pavement management systems and adding any missing streets, built out their databases, and provided any needed technical support and training.

Credentials/ Resumes/ Certifications/ Licenses

With 75+ employees in six offices, PEI has the staff resources to perform all the relevant tasks related to this project. All PMP work is managed through the Santa Clarita office, which has all the necessary personnel to provide this service to the City of Rialto. Because we take a hands-on, personalized approach with all our clients, assigned staff will remain with a project from start to finish. This ensures that the City receives consistent services with reliable, accurate results delivered on time and within budget.

In addition, PEI's personnel are cross-trained in multiple tasks. For example, during winter, an employee may be assisting with pavement design and during the summer/fall, that same employee may be inspecting pavements. All our staff are well-rounded and knowledgeable.

Joe Ririe, P.E.

Senior Principal Engineer
Principal-in-charge

Registration
CA Registered Civil Engineer 52735

Office:
3485 Sacramento Dr, Ste A
San Luis Obispo, CA 93401
JoeR@pavementengineering.com

Education
BS, Civil Engineering
California Polytechnic State University
San Luis Obispo, CA

Joe has 27 years of wide-ranging experience in engineering and project management and in developing practical, cost-effective and quality pavement solutions for clients throughout California. He specializes in pavement management systems, pavement rehabilitation design and construction administration for public agencies throughout California. Joe is responsible for PEI's reputation as California's premier pavement engineering specialists and has set the standard for delivering quality projects on time, on budget and with unparalleled customer service that builds trust and loyalty. Joe's recent PMP experience includes the following cities, towns and counties:

Atascadero	Galt	Lompoc	Paso Robles	San Ramon
Belmont	Goleta	Los Altos Hills	Petaluma	Santa Clarita
Brentwood	Grover Beach	Millbrae	Pismo Beach	Vacaville
Camarillo	Guadalupe	Milpitas	Pittsburg	Woodland
Carpinteria	Hollister	Napa	Reedley	Yountville
Concord	Lafayette	Oakley	San Benito Co.	Santa Barbara Co.
Danville	Larkspur	Oxnard	San Carlos	Sonoma Co.
Emeryville	Lathrop	Pacifica		

Joseph Seely

Project Manager
Inspector / Rater / QC

Office:
26007 Huntington Lane
Ste# 5
Santa Clarita, CA 91355
JoeS@pavementengineering.com

Education
AS, Criminal Justice – UOP
AS, Engineering – Cuesta College

Joe administers PEI's Pavement Management System Program. He has been working as a pavement management specialist with PEI for 7 years. At PEI, our project managers work hard to the extra mile for our clients. If selected, Joe Seely will be fully committed and available to the City of Oxnard for all related tasks needed to successfully complete the project, on time and on budget.

He schedules PMP projects, performs visual evaluations, ensures database accuracy and prepares spreadsheets and reports. Joe performs data analysis for each project report, in the field quality control ratings, and oversees and trains field evaluation staff. In addition, he develops presentations and provides hands-on training to public agency staff on pavement distresses, rating techniques and operation of both MicroPAVER™ and StreetSaver® software. During his time at PEI, Joe has rated over 5,500 centerline miles of roads. Joe is also a certified MTC StreetSaver® Rater and will be performing pavement assessments in accordance with StreetSaver's® modified ASTM D6433. To stay current, he is a regular attendee at the bi-annual MTC users training week. Joe has participated in expert panels at MTC user's week as well. His recent PMP experience includes the following Cities and Counties. The agencies in bold he has served as project manager:

City of Albany
City of Antioch
City of Atascadero
City of Brentwood
City of Belmont
City of Berkeley
City of Carpinteria
City of Clayton
City of Colma
City of Concord
City of Emeryville
City of Goleta
City of Grover Beach
City of Guadalupe
City of Hollister
City of Lafayette
City of Lancaster
City of Larkspur
City of Lathrop
City of Milpitas
City of Millbrae
City of Mill Valley
City of Napa
City of Orinda
City of Oxnard
City of Paso Robles
City of Reedley
City of San Ramon
City of San Luis Obispo
County of San Benito
County of San Luis Obispo
City of Santa Clarita
County of Santa Barbara
City of Santa Maria
Town of San Anselmo
City of Sausalito
City of Shasta Lake
City of Solvang
Town of Tiburon
Town of Yountville

William J. Long, P.E.

CEO & Senior Principal Engineer

Office:
20260 Skypark Drive
Redding, CA 96002
BillL@pavementengineering.com

Summary

Bill has 30+ years of engineering and construction experience in asphalt concrete pavements and associated paving materials. He focuses on the engineering, construction and inspection of pavements, including numerous deflection studies and failure analyses, overlay and alternate rehabilitation designs. He is an expert in long-life pavements, CIR, warm mix asphalt, cold foam and epoxy asphalt.

Bill also has extensive experience assisting contractors in obtaining quality asphalt concrete pavements by performing thousands of quality control tests each year using Caltrans, ASTM and AASHTO standards.

Bill is the Redding Office Branch Manager in charge of the engineering and construction activities of asphalt concrete pavement projects. He is responsible for quality control/quality assurance of the firm's deflection testing and also manages PEI's Caltrans testing and inspection work, including overseeing laboratory testing. Bill has worked on pavement projects for more than 100 public agencies throughout California.

Education

Bachelor of Science in Civil Engineering
California State University, Chico – Chico, CA

Professional Registration

California Civil Engineering 47552

Professional Experience

1987- present **CEO and Sr. Principal Engineer, Pavement Engineering Inc.**

Bill is the manager of PEI's Redding Office and oversees the engineering and construction activities of asphalt concrete pavement projects. He is responsible for QA/QC of PEI's deflection testing and manages PEI's Caltrans testing and inspection work, including overseeing laboratory testing.

Current QC/QA Experience & Testing Qualifications

Caltrans No. 04-4A0104 - Route 80 Vacaville
Caltrans No. 03-1A4644 - Routes 99/113 Tudor
Caltrans No. 04-0120F4 - SFOBB SAS Bridge
Caltrans No. 04-0A1854 - Route 101 Petaluma
Caltrans No. 10-0A8724 - Routes 219/108
Caltrans No. 02-347604 - Route 5 Anderson
Caltrans No. 04-1A3204 - Route 580 Richmond
Caltrans No. 02-4E9504 - Route 44 Palo Cedro
Caltrans No. 03-2F35U4 - Route 20 Nevada Co
Caltrans No. 03-406604 - Route 99 Sutter Co
Caltrans No. 04-3A23U4 - Route 101 Windsor
Route 4 in Antioch
Caltrans No. 04-3E4304 - Route 680 Walnut Creek
Caltrans No. 02-4F1704 - Route 3 Peanut
Caltrans No. 02-4F1504 - Routes 3/97 Siskiyou Co
Caltrans No. 02-4C9604 - Route 3 Hayfork
Caltrans No. 04-3A7764 - Rte 80 Carquinez Bridge
Caltrans No. 04-4G3904 - Route 80 Hercules
Caltrans No. 04-153504 - Rte 80 Vallejo/Fairfield / Vacaville
Caltrans No. 05-1A4304 - Route 1 Marin Co
Caltrans No. 03-4M1604 - Route 32 Chico
Caltrans No. 05-1A7104 - Route 17 Scotts Valley
Caltrans No. 04-3E2904 - Route 82 Sunnyvale / Mountain View
Yolo County WO No. 4521 - County Road 98

CTM 105 - Calculations
CTM 106 - Specific gravity
CTM 125AC – Sampling of materials
CTM 125AGG – Sampling of materials
CTM 125GEN – Sampling of materials
CTM 375N - AC density (nuclear)
CTM 526 - Profilograph
LP1-Lab procedure
LP2-Lab procedure
LP3-Lab procedure
LP4-Lab procedure
LP5-Lab procedure
LP6-Lab procedure
LP7-Lab procedure
LP9-Lab procedure

Sam T. Ho, P.E.
Associate Engineer

Pavement Engineering Inc.
26007 Huntington Lane, Unit 5
Santa Clarita, CA 91355
SamH@pavementengineering.com

Summary

Sam has nearly a decade of experience in the Engineering and Construction industry. He specializes in developing plans / specifications / estimates, handling submittals / RFIs, and performing quality control / quality assurance. In his time at PEI, Sam has honed his project management and design capabilities with pavement rehabilitation projects for dozens of public agencies and school districts. Sam is a registered Civil Engineer and QSD /QSP in the State of California, and LEED AP.

Since joining PEI in 2016, Sam has honed his project management and design skills with pavement design, inspection and assessment projects. Sam is now a PEI office head manager and his responsibilities include: field design, site assessments, developing plans, specifications and estimates, coordinating pre-bid meeting, reviewing RFIs, submittals and specifications, and overseeing the project from start to finish.

Education

Bachelor of Science in Civil Engineering
California Polytechnic State University – San Luis Obispo, CA

Professional Registration

California Civil Engineering 79939

Certification

Qualified SWPPP Developer & Practitioner Number 23285

Professional Experience

2016 - present **Associate Engineer, Pavement Engineering Inc.**

Sam works as a Civil Engineer who specializes in pavement maintenance and rehabilitation projects. He provides pavement assessment, design, and construction support for cities, counties and school districts throughout the State of California. Responsibilities include: field design, development of plans, specifications and estimates, coordinating pre-bid and pre-construction meetings, review RFI and submittals and overseeing the project from start to finish.

PMS RATERS / INSPECTORS

Accurate data is critical for pavement management programs. At PEI, we take this seriously. PEI raters are certified to rate streets per ASTM D6433. All of PEI's raters have completed the MTC StreetSaver® Rater Certification Program and annual training updates. It is anticipated that PEI will assign three field raters to complete the work, with Jacob Seely as the Field Supervisor.

JACOB SEELY

Field Supervisor

Office:
3485 Sacramento Dr, Ste A
San Luis Obispo, CA 93401

Education
BA, Business Administration & Project Management

Jacob has been with us at PEI for four years and has worked on various PMP projects. He performs pavement assessments in accordance with StreetSaver's® modified ASTM D6433 as well as assists agencies with budget needs and development of pavement preservation plans. During his time with PEI, Jacob has rated 4,000 centerline miles of roads. Jacob completed the MTC StreetSaver® Rater Certification Program. His recent PMP similar rating experience includes:

Belmont
Brentwood
Emeryville
Hollister
Lafayette
Millbrae
Oxnard
Paso Robles
Reedley
San Ramon
Santa Barbara Co.
San Benito Co.
Santa Clarita
Yountville

BEN RIRIE

Lead Street Rater/
Data Technician

Office:
20260 Skypark Drive
Redding, CA 96002

Education
BS, Business Management
Brigham Young University, Idaho
Rexburg, ID

Ben has been working for PEI for 13 years. Since 2006, Ben has been rating / inspecting streets as a member of PEI's pavement management team. He performs assessments in accordance with StreetSaver's® modified ASTM D6433 standards. During his time at PEI, Ben has rated over 6,500 centerline miles of roads. As PEI's most experienced pavement management program rater, his PMP similar experience includes the following:

City of Albany
City of Antioch
City of Atascadero
City of Brentwood
City of Belmont
City of Berkeley
City of Carpinteria
City of Clayton
City of Colma
City of Concord
City of Emeryville
City of Goleta
City of Grover Beach
City of Guadalupe
City of Hollister
City of Lafayette
City of Lancaster
City of Larkspur
City of Lathrop
City of Milpitas
City of Millbrae
City of Mill Valley
City of Napa
City of Orinda
City of Oxnard
City of Paso Robles
City of Reedley
City of San Ramon
City of San Luis Obispo
County of San Benito
County of San Luis Obispo
City of Santa Clarita
County of Santa Barbara
City of Santa Maria
Town of San Anselmo
City of Sausalito
City of Shasta Lake
City of Solvang
Town of Tiburon
Town of Yountville

JOSHUA MONTERO

Street Rater/ Data Tech.

Office:
3485 Sacramento Dr, Ste A
San Luis Obispo, CA 93401

Education
Associates in Film
Alan Hancock College
Santa Maria, CA

Josh joined PEI in early 2017 to bolster our PMP team. His responsibilities include: performing pavement assessments in accordance with StreetSaver's® modified ASTM D6433 as well as assists agencies with budget needs and development of pavement preservation plans. Josh has gone through MTC StreetSaver® Rater Certification Program and is a certified rater. His recent similar PMP experience includes:

Belmont	Hollister	Oxnard	San Ramon
Brentwood	Lafayette	Paso Robles	Santa Clarita
Emeryville	Millbrae	Reedley	Yountville

ATTACHMENT D

SCOPE OF SERVICES

Currently, the City of Oxnard maintains approximately 382 miles of streets and 70 miles of alleys. Historically, street inspections have been performed on a three-year rotation with a third of residential and collector streets inspected each year and 100% of arterials receiving annual inspections. The City wants to continue that three-year rotation, starting with Rotation C, update its PMS and update its 30-year master plan.

The City has outlined nine essential tasks in its scope of work: project management; preliminary investigation; pavement inspection; PMS update; maintenance and a capital improvement plan (CIP); PMS report; quality management; engineering and design; construction administration and management; and project closeout.

The scope of services will be performed in six phases over four years, as outlined below.

Phase 1 – 2019 PMS Update:

Phase 1 Scope: Update Yearly streets and evaluation of Area C

- Task 1.0 Project Management
- Task 1.1 Preliminary Investigations
- Task 1.2 Pavement Inspection
- Task 1.3 PMS Update
- Task 1.4 Maintenance and Capital Improvement Plan (CIP)
- Task 1.5 PMS Report
- Task 1.6 Quality Management

Task 1.0 Project Management

PEI will undertake the following as part of Phase 1, Task 1.0:

Pavement Engineering Inc. (PEI) will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, we will review past maintenance and rehabilitation strategies and check the City's maps and database to confirm streets, pavement areas, street limits and boundaries. We will also review with staff quality control measures that are described in more detail in Task 1.6. Reviewing these issues and items prior to beginning work will help the City develop future maintenance plans and budget scenarios that accurately reflect the City's objectives.

Based on this discussion, PEI will develop a firm schedule to track progress of the project and also will establish the format of deliverables that will be most useful to the City.

Throughout the project, PEI will meet with City staff as required to coordinate and review specific project progress, schedules, and budgets to ensure the work performed meets the City's expectations and performance goals.

Task 1.1 Preliminary Investigations

PEI will undertake the following as part of Task 1.1:

Because of our prior experience working with the City, PEI is thoroughly familiar with the streets, neighborhoods, soil types, pavement structures and maintenance. This familiarization drastically cuts down on preliminary and preparatory work, which allows the City to assign monetary resources to actual pavement preservation.

At our first meeting with City staff, PEI's project manager will arrange to retrieve any new PMS data, GIS files and drawings. We will review past data, assess recent information and determine the information that is important to the project. PEI's project manager will then work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

Task 1.2 Pavement Inspection

PEI will undertake the following as part of Task 1.2:

PEI's certified staff will manually inspect the City's streets (Collectors and Residentials) and alleys in Area C, as well as 100% of the City's Arterial for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering. Information gleaned from manual inspections is considered more reliable and accurate than automated, drive by, or windshield surveys.

PEI will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM D6433 and supported by PEI's quality assurance standards, which are designed to ensure accuracy and consistency. PEI's inspectors are certified by for quality and consistency with a demonstrated accuracy rate of ± 5 PCI points. Industry standards accepts ± 10 PCI points.

As part of the field review, PEI will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width. Precise measurements are key to accurate cost projections, which are calculated based on pavement area.

PEI will sample locations on random test sites of ± 2,500 sf. PEI will annotate the sample location on our rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas provides the necessary information to

relocate the measured area for verification. This method produces reliable, reproducible data for current and future use.

As part of this work, PEI will perform a Quality Control review. The QC review compares the latest PCIs of newly rated street segments to prior PCIs from the last PMS update. Any segment found to have deteriorated more than 3 PCI points per year, since the last visual evaluation (12 points for Rotation C, and 3 points for Arterials), or have increased more than 1 PCI point, without a documented M&R treatment, will then reviewed by The Project Manager.

To ensure safety during the visual evaluation, PEI will provide its inspectors with reflective safety vests and will provide traffic control using flashing beacons and vehicle-mounted magnetic signs warning of frequent stops.

At the City's discretion, in addition to the pavement inspections, PEI can perform inspections for locating ADA ramps, potential illegal curb cuts or ramps and locations of sidewalk displacements. An additional fee proposal would be necessary, were the City to choose to have ramps, curbs, and sidewalks inspected. PEI performed a similar inspection for the City of these elements in 2008. Our approach would follow the same guidelines.

For the ADA ramp locations, PEI would review all the City's streets and document the location of existing ADA ramps and determine where ADA ramps should be located. We also can evaluate ramps for compliance to current ADA requirements.

For sidewalk displacements, PEI would review all the City's sidewalks and locate displacements greater than a half inch. Locations would be tied to street addresses. We will generate a report that shows locations and costs of remediation.

For illegal curb cuts or ramps. PEI would review each street and document potential illegal cuts and ramps by street address. Our report will document addresses and condition.

Task 1.3 PMS Update

PEI will undertake the following as part of Task 1.3 following completion of Task 1.2:

PEI will input the data collected during the visual evaluations in the City's StreetSaver® database using MTC's Mobile Rater. This speeds project completion and increases accuracy. This will provide updated PCI's for each of the segments inspected.

PEI will utilize StreetSaver® to develop "family curves" for each road or functional classification. PEI will verify, to the extent possible, and input the last Maintenance and Rehabilitation (M&R) treatment and Date for each segment. Also, we will update the City's StreetSaver® database with ADT data, provided by the City, for the Arterial and Collector Streets,

As part of the update, PEI will review the City's current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.

Task 1.4 Maintenance and Capital Improvement Plan (CIP)

PEI will undertake the following as part of Task 1.4:

PEI will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments for the inspected streets according to a critical-point management approach. The critical-point approach incorporates pavements from all parts of the deterioration curve, not just the best nor just the worst. This approach optimizes every budget dollar by seeking to apply the right treatment at the right time. Not too soon and not too late. PEI will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects.

PEI will help City staff determine the best maintenance that will maintain the City's overall PCI at a level set by the City. The analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. PEI will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.

Task 1.5 PMS Report

PEI will undertake the following as Task 1.5:

PEI will prepare one copy of the PMS report in an indexed binder for the City's review. After the review, we will prepare an updated final report containing all relevant information in a PDF format on a computer disk. Both the print and the electronic report will contain the following information:

- Executive summary
- Budget needs scenarios
- Network replacement costs
- Proposed future budget levels
- Budget scenarios including
  - a scenario to maintain roadways at the existing PCI;
  - a scenario to increase the current PCI by 5 points; and
  - a scenario to show the potential PCI for roadways over five to ten years using current funding levels or a specified time range determined by the City
- A section description report for all street segments, sorted by Neighborhood
- Street sections selected for recommended treatments during the specified years with estimated costs
- Maps and exhibits.
- GIS Shapefile and Spreadsheet Export

As an option, PEI can provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices.

Task 1.6 Quality Management

PEI will provide the following quality assurances in Task 1.6 as part of the overall scope of work:

A quality pavement management system is only as good to its user as the data that is input. Maintaining and improving the quality of a PMS is crucial to the success of the creation or update to a Pavement Management system. At PEI we strive for accuracy and precision, so our Quality Control Plan compares the latest PCI's of newly rated street segments to prior PCI's from the last PMS update. Street segments with PCI's that have increased in PCI, without any maintenance and rehabilitation, and street segments with PCI's that have dropped more than 3 PCI points per year, since their last rating, will be identified and reviewed in the field by an engineer or senior engineering technician. At PEI, we strive for a +/- 5 PCI points when comparing initial ratings versus QC ratings. We will review a minimum of 10% of the segments as part of the QC review.

Additionally, PEI's PMS quality control plan encompasses several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. In brief, our QA/QC procedures for PMS work include these elements:

Trained and certified staff:

PEI's field technicians undergo strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. In addition, our data technicians are trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. PEI's inspectors are certified by the Metropolitan Transportation Commission (MTC) and attending annual MTC training classes. We strive for a ± 5 PCI point repeatability.

Equipment verification:

Prior to beginning any pavement assessment, PEI inspects, verifies and, if necessary, calibrates its measuring equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.

Data checks:

PEI's PMS crew typically perform a series of data checks in the field after collecting and processing the data according to strict procedures. The PMS project manager reviews the data for accuracy and completeness before a PMS data technician compiles the final database according the agency's locations and mapping system. He also works with the data technician to recheck segment lengths and looks for any missing segments or data elements. This includes a verification of the Functional Classification of each segment to ensure that it complies with Caltrans Specifications. PEI's data technician then reviews the entire database for formatting, missing information and errors. All these checks ensure agencies receive thorough and accurate reports.

Control, verification and random site testing:

PEI's Project Manager reviews a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. We then compare these reference values to the initial PCI generated by StreetSaver® software. If there are discrepancies, we will rerate the road. Once this QA/QC is finished, any variations to what the field crew found are updated in the database.

Phase 2 – 2020 PMS Update:

Phase 2 Scope: Update Yearly streets, Evaluation of Area A and Parking Lots

- Task 2.0 Project Management
- Task 2.1 Preliminary Investigations
- Task 2.2 Pavement Inspection
- Task 2.3 PMS Update
- Task 2.4 Maintenance and Capital Improvement Plan (CIP)
- Task 2.5 PMS Report
- Task 2.6 Quality Management

Task 2.0 Project Management

PEI will undertake the following as part of Phase 2, Task 2.0:

Pavement Engineering Inc. (PEI) will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, we will review past maintenance and rehabilitation strategies and check the City's maps and database to confirm streets, pavement areas, street limits and boundaries. We will also review with staff quality control measures that are described in more detail in Task 2.6. Reviewing these issues and items prior to beginning work will help the City develop future maintenance plans and budget scenarios that accurately reflect the City's objectives.

Based on this discussion, PEI will develop a firm schedule to track progress of the project and also will establish the format of deliverables that will be most useful to the City.

Throughout the project, PEI will meet with City staff as required to coordinate and review specific project progress, schedules, and budgets to ensure the work performed meets the City's expectations and performance goals.

Task 2.1 Preliminary Investigations

PEI will undertake the following as part of Task 2.1:

Because of our prior experience working with the City, PEI is thoroughly familiar with the streets, neighborhoods, soil types, pavement structures and maintenance. This familiarization drastically cuts down on preliminary and preparatory work, which allows the City to assign monetary resources to actual pavement preservation.

At our first meeting with City staff, PEI's project manager will arrange to retrieve any new PMS data, GIS files and drawings. We will review past data, assess recent information and determine the information that is important to the project. PEI's project manager will then work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

Task 2.2 Pavement Inspection

PEI will undertake the following as part of Task 2.2:

PEI's certified staff will manually inspect 100% of the City's Arterial streets and the City's Collectors, Residentials, and alleys in Area A, as well as the pavements at each of the City owned and maintained parking lots (61 sites) for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering. In the parking lots, PEI will also review the existing ADA parking stalls for compliance. Information gleaned from manual inspections is considered more reliable and accurate than automated, drive by, or windshield surveys.

PEI will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM D6433 and supported by PEI's quality assurance standards, which are designed to ensure accuracy and consistency. PEI's inspectors are certified by for quality and consistency with a demonstrated accuracy rate of ± 5 PCI points. Industry standards accepts ± 10 PCI points.

As part of the field review, PEI will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width. Precise measurements are key to accurate cost projections, which are calculated based on pavement area.

PEI will sample locations on random test sites of ± 2,500 sf. PEI will annotate the sample location on our rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas provides the necessary information to relocate the measured area for verification. This method produces reliable, reproducible data for current and future use.

As part of this work, PEI will perform a Quality Control review. The QC review compares the latest PCIs of newly rated street segments to prior PCIs from the last PMS update. Any segment found to have deteriorated more than 3 PCI points per year, since the last visual evaluation (12 points for Rotation C, and 3 points for Arterials), or have increased more than 1 PCI point, without a documented M&R treatment, will then reviewed by The Project Manager.

To ensure safety during the visual evaluation, PEI will provide its inspectors with reflective safety vests and will provide traffic control using flashing beacons and vehicle-mounted magnetic signs warning of frequent stops.

At the City's discretion, in addition to the pavement inspections, PEI can perform inspections for locating ADA ramps, potential illegal curb cuts or ramps and locations of sidewalk displacements. An additional fee proposal would be necessary, were the City to choose to have ramps, curbs, and sidewalks inspected. PEI performed a similar inspection for the City of these elements in 2008. Our approach would follow the same guidelines.

For the ADA ramp locations, PEI would review all the City's streets and document the location of existing ADA ramps and determine where ADA ramps should be located. We also can evaluate ramps for compliance to current ADA requirements.

For sidewalk displacements, PEI would review all the City's sidewalks and locate displacements greater than a half inch. Locations would be tied to street addresses. We will generate a report that shows locations and costs of remediation.

For illegal curb cuts or ramps. PEI would review each street and document potential illegal cuts and ramps by street address. Our report will document addresses and condition.

Task 2.3 PMS Update

PEI will undertake the following as part of Task 2.3 following completion of Task 2.2:

PEI will input the data collected during the visual evaluations in the City's StreetSaver® database using MTC's Mobile Rater. This speeds project completion and increases accuracy. This will provide updated PCI's for each of the segments inspected.

PEI will utilize StreetSaver® to develop "family curves" for each road or functional classification. PEI will verify, to the extent possible, and input the last Maintenance and Rehabilitation (M&R) treatment and Date for each segment. Also, we will update the City's StreetSaver® database with ADT data, provided by the City, for the Arterial and Collector Streets,

As part of the update, PEI will review the City's current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.

Task 2.4 Maintenance and Capital Improvement Plan (CIP)

PEI will undertake the following as part of Task 2.4:

PEI will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments for the inspected streets according to a critical-point management approach. The critical-point approach incorporates pavements from all parts of the deterioration curve, not just the best nor just the worst. This approach optimizes every budget dollar by seeking to apply the right treatment at the right time. Not too soon and not too late. PEI will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects.

PEI will help City staff determine the best maintenance that will maintain the City's overall PCI at a level set by the City. The analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. PEI will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.

Task 2.5 PMS Report

PEI will undertake the following as Task 2.5:

PEI will prepare one copy of the PMS report in an indexed binder for the City's review. After the review, we will prepare an updated final report containing all relevant information in a PDF format on a computer disk. Both the print and the electronic report will contain the following information:

- Executive summary
- Budget needs scenarios
- Network replacement costs
- Proposed future budget levels
- Budget scenarios including
  - a scenario to maintain roadways at the existing PCI;
  - a scenario to increase the current PCI by 5 points; and
  - a scenario to show the potential PCI for roadways over five to ten years using current funding levels or a specified time range determined by the City
- A section description report for all street segments, sorted by Neighborhood
- Street sections selected for recommended treatments during the specified years with estimated costs
- Maps and exhibits.
- GIS Shapefile and Spreadsheet Export

For the assessed parking lots, a summary report will be provided that lists each parking lot's condition and will include a summary of our ADA findings.

As an option, PEI can provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices.

Task 2.6 Quality Management

PEI will provide the following quality assurances in Task 2.6 as part of the overall scope of work:

A quality pavement management system is only as good to its user as the data that is input. Maintaining and improving the quality of a PMS is crucial to the success of the creation or update to a Pavement Management system. At PEI we strive for accuracy and precision, so our Quality Control Plan compares the latest PCI's of newly rated street segments to prior PCI's from the last PMS update. Street segments with PCI's that have

increased in PCI, without any maintenance and rehabilitation, and street segments with PCI's that have dropped more than 3 PCI points per year, since their last rating, will be identified and reviewed in the field by an engineer or senior engineering technician. At PEI, we strive for a +/- 5 PCI points when comparing initial ratings versus QC ratings. We will review a minimum of 10% of the segments as part of the QC review.

Additionally, PEI's PMS quality control plan encompasses several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. In brief, our QA/QC procedures for PMS work include these elements:

Trained and certified staff:

PEI's field technicians undergo strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. In addition, our data technicians are trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. PEI's inspectors are certified by the Metropolitan Transportation Commission (MTC) and attending annual MTC training classes. We strive for a ± 5 PCI point repeatability.

Equipment verification:

Prior to beginning any pavement assessment, PEI inspects, verifies and, if necessary, calibrates its measuring equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.

Data checks:

PEI's PMS crew typically perform a series of data checks in the field after collecting and processing the data according to strict procedures. The PMS project manager reviews the data for accuracy and completeness before a PMS data technician compiles the final database according the agency's locations and mapping system. He also works with the data technician to recheck segment lengths and looks for any missing segments or data elements. This includes a verification of the Functional Classification of each segment to ensure that it complies with Caltrans Specifications. PEI's data technician then reviews the entire database for formatting, missing information and errors. All these checks ensure agencies receive thorough and accurate reports.

Control, verification and random site testing:

PEI's Project Manager reviews a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. We then compare these reference values to the initial PCI generated by StreetSaver® software. If there are discrepancies, we will rerate the road. Once this QA/QC is finished, any variations to what the field crew found are updated in the database.

Phase 3 – 2021 PMS Update:

Phase 3 Scope: Update Yearly streets and evaluation of Area B
- Task 3.0 Project Management
- Task 3.1 Preliminary Investigations
- Task 3.2 Pavement Inspection
- Task 3.3 PMS Update
- Task 3.4 Maintenance and Capital Improvement Plan (CIP)
- Task 3.5 PMS Report
- Task 3.6 Quality Management

Task 3.0 Project Management

PEI will undertake the following as part of Phase 3, Task 3.0:

Pavement Engineering Inc. (PEI) will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, we will review past maintenance and rehabilitation strategies and check the City's maps and database to confirm streets, pavement areas, street limits and boundaries. We will also review with staff quality control measures that are described in more detail in Task 3.6. Reviewing these issues and items prior to beginning work will help the City develop future maintenance plans and budget scenarios that accurately reflect the City's objectives.

Based on this discussion, PEI will develop a firm schedule to track progress of the project and also will establish the format of deliverables that will be most useful to the City.

Throughout the project, PEI will meet with City staff as required to coordinate and review specific project progress, schedules, and budgets to ensure the work performed meets the City's expectations and performance goals.

Task 3.1 Preliminary Investigations

PEI will undertake the following as part of Task 3.1:

Because of our prior experience working with the City, PEI is thoroughly familiar with the streets, neighborhoods, soil types, pavement structures and maintenance. This familiarization drastically cuts down on preliminary and preparatory work, which allows the City to assign monetary resources to actual pavement preservation.

At our first meeting with City staff, PEI's project manager will arrange to retrieve any new PMS data, GIS files and drawings. We will review past data, assess recent information and determine the information that is important to the project. PEI's project manager will then work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

Task 3.2 Pavement Inspection

PEI will undertake the following as part of Task 3.2:

PEI's certified staff will manually inspect the City's streets (Collectors and Residentials) and alleys in Area C, as well as 100% of the City's Arterial for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering. Information gleaned from manual inspections is considered more reliable and accurate than automated, drive by, or windshield surveys.

PEI will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM D6433 and supported by PEI's quality assurance standards, which are designed to ensure accuracy and consistency. PEI's inspectors are certified by for quality and consistency with a demonstrated accuracy rate of ± 5 PCI points. Industry standards accepts ± 10 PCI points.

As part of the field review, PEI will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width. Precise measurements are key to accurate cost projections, which are calculated based on pavement area.

PEI will sample locations on random test sites of ± 2,500 sf. PEI will annotate the sample location on our rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas provides the necessary information to relocate the measured area for verification. This method produces reliable, reproducible data for current and future use.

As part of this work, PEI will perform a Quality Control review. The QC review compares the latest PCIs of newly rated street segments to prior PCIs from the last PMS update. Any segment found to have deteriorated more than 3 PCI points per year, since the last visual evaluation (12 points for Rotation C, and 3 points for Arterials), or have increased more than 1 PCI point, without a documented M&R treatment, will then reviewed by The Project Manager.

To ensure safety during the visual evaluation, PEI will provide its inspectors with reflective safety vests and will provide traffic control using flashing beacons and vehicle-mounted magnetic signs warning of frequent stops.

At the City's discretion, in addition to the pavement inspections, PEI can perform inspections for locating ADA ramps, potential illegal curb cuts or ramps and locations of sidewalk displacements. An additional fee proposal would be necessary, were the City to choose to have ramps, curbs, and sidewalks inspected. PEI performed a similar inspection for the City of these elements in 2008. Our approach would follow the same guidelines.

For the ADA ramp locations, PEI would review all the City's streets and document the location of existing ADA ramps and determine where ADA ramps should be located. We also can evaluate ramps for compliance to current ADA requirements.

For sidewalk displacements, PEI would review all the City's sidewalks and locate displacements greater than a half inch. Locations would be tied to street addresses. We will generate a report that shows locations and costs of remediation.

For illegal curb cuts or ramps. PEI would review each street and document potential illegal cuts and ramps by street address. Our report will document addresses and condition.

Task 3.3 PMS Update

PEI will undertake the following as part of Task 3.3 following completion of Task 3.2:

PEI will input the data collected during the visual evaluations in the City's StreetSaver® database using MTC's Mobile Rater. This speeds project completion and increases accuracy. This will provide updated PCI's for each of the segments inspected.

PEI will utilize StreetSaver® to develop "family curves" for each road or functional classification. PEI will verify, to the extent possible, and input the last Maintenance and Rehabilitation (M&R) treatment and Date for each segment. Also, we will update the City's StreetSaver® database with ADT data, provided by the City, for the Arterial and Collector Streets,

As part of the update, PEI will review the City's current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.

Task 3.4 Maintenance and Capital Improvement Plan (CIP)

PEI will undertake the following as part of Task 3.4:

PEI will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments for the inspected streets according to a critical-point management approach. The critical-point approach incorporates pavements from all parts of the deterioration curve, not just the best nor just the worst. This approach optimizes every budget dollar by seeking to apply the right treatment at the right time. Not too soon and not too late. PEI will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects.

PEI will help City staff determine the best maintenance that will maintain the City's overall PCI at a level set by the City. The analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. PEI will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.

Task 3.5 PMS Report

PEI will undertake the following as Task 3.5:

PEI will prepare one copy of the PMS report in an indexed binder for the City's review. After the review, we will prepare an updated final report containing all relevant information in a PDF format on a computer disk. Both the print and the electronic report will contain the following information:

- Executive summary
- Budget needs scenarios
- Network replacement costs
- Proposed future budget levels
- Budget scenarios including
  - a scenario to maintain roadways at the existing PCI;
  - a scenario to increase the current PCI by 5 points; and
  - a scenario to show the potential PCI for roadways over five to ten years using current funding levels or a specified time range determined by the City
- A section description report for all street segments, sorted by Neighborhood
- Street sections selected for recommended treatments during the specified years with estimated costs
- Maps and exhibits.
- GIS Shapefile and Spreadsheet Export

As an option, PEI can provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices.

Task 3.6 Quality Management

PEI will provide the following quality assurances in Task 3.6 as part of the overall scope of work:

A quality pavement management system is only as good to its user as the data that is input. Maintaining and improving the quality of a PMS is crucial to the success of the creation or update to a Pavement Management system. At PEI we strive for accuracy and precision, so our Quality Control Plan compares the latest PCI's of newly rated street segments to prior PCI's from the last PMS update. Street segments with PCI's that have increased in PCI, without any maintenance and rehabilitation, and street segments with PCI's that have dropped more than 3 PCI points per year, since their last rating, will be identified and reviewed in the field by an engineer or senior engineering technician. At PEI, we strive for a +/- 5 PCI points when comparing initial ratings versus QC ratings. We will review a minimum of 10% of the segments as part of the QC review.

Additionally, PEI's PMS quality control plan encompasses several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. In brief, our QA/QC procedures for PMS work include these elements:

Trained and certified staff:

PEI's field technicians undergo strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. In addition, our data technicians are trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. PEI's inspectors are certified by the Metropolitan Transportation Commission (MTC) and attending annual MTC training classes. We strive for a ± 5 PCI point repeatability.

Equipment verification:

Prior to beginning any pavement assessment, PEI inspects, verifies and, if necessary, calibrates its measuring equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.

Data checks:

PEI's PMS crew typically perform a series of data checks in the field after collecting and processing the data according to strict procedures. The PMS project manager reviews the data for accuracy and completeness before a PMS data technician compiles the final database according the agency's locations and mapping system. He also works with the data technician to recheck segment lengths and looks for any missing segments or data elements. This includes a verification of the Functional Classification of each segment to ensure that it complies with Caltrans Specifications. PEI's data technician then reviews the entire database for formatting, missing information and errors. All these checks ensure agencies receive thorough and accurate reports.

Control, verification and random site testing:

PEI's Project Manager reviews a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. We then compare these reference values to the initial PCI generated by StreetSaver® software. If there are discrepancies, we will rerate the road. Once this QA/QC is finished, any variations to what the field crew found are updated in the database.

Phase 4 – 2022 PMS Update:

Phase 4 Scope: Update Yearly streets and evaluation of Area C

- Task 4.0 Project Management
- Task 4.1 Preliminary Investigations
- Task 4.2 Pavement Inspection
- Task 4.3 PMS Update
- Task 4.4 Maintenance and Capital Improvement Plan (CIP)
- Task 4.5 PMS Report
- Task 4.6 Quality Management

Task 4.0 Project Management

PEI will undertake the following as part of Phase 4, Task 4.0:

Pavement Engineering Inc. (PEI) will schedule a kick-off meeting with City staff to discuss project goals and expectations. During the meeting, we will review past maintenance and rehabilitation strategies and check the City's maps and database to confirm streets, pavement areas, street limits and boundaries. We will also review with staff quality control measures that are described in more detail in Task 4.6. Reviewing these issues and items prior to beginning work will help the City develop future maintenance plans and budget scenarios that accurately reflect the City's objectives.

Based on this discussion, PEI will develop a firm schedule to track progress of the project and also will establish the format of deliverables that will be most useful to the City.

Throughout the project, PEI will meet with City staff as required to coordinate and review specific project progress, schedules, and budgets to ensure the work performed meets the City's expectations and performance goals.

Task 4.1 Preliminary Investigations

PEI will undertake the following as part of Task 4.1:

Because of our prior experience working with the City, PEI is thoroughly familiar with the streets, neighborhoods, soil types, pavement structures and maintenance. This familiarization drastically cuts down on preliminary and preparatory work, which allows the City to assign monetary resources to actual pavement preservation.

At our first meeting with City staff, PEI's project manager will arrange to retrieve any new PMS data, GIS files and drawings. We will review past data, assess recent information and determine the information that is important to the project. PEI's project manager will then work with City staff to develop goals and objectives using and incorporating the present data into the pavement management plan and system.

Task 4.2 Pavement Inspection

PEI will undertake the following as part of Task 4.2:

PEI's certified staff will manually inspect the City's streets (Collectors and Residentials) and alleys in Area C, as well as 100% of the City's Arterial for the following pavement distresses: alligator cracking, block cracking, distortions, patches/utility cuts, longitudinal and transverse cracking, rutting/depressions and weathering. Information gleaned from manual inspections is considered more reliable and accurate than automated, drive by, or windshield surveys.

PEI will assign a Pavement Condition Index (PCI) for each street segment as specified by ASTM D6433 and supported by PEI's quality assurance standards, which are designed to ensure accuracy and consistency. PEI's inspectors are certified by for quality and consistency with a demonstrated accuracy rate of ± 5 PCI points. Industry standards accepts ± 10 PCI points.

As part of the field review, PEI will use a vehicle-mounted digital measuring device to measure the length of each street segment and will use a hand-held wheel to measure the width. Precise measurements are key to accurate cost projections, which are calculated based on pavement area.

PEI will sample locations on random test sites of ± 2,500 sf. PEI will annotate the sample location on our rating sheet using footage from the beginning of each road segment. Recording locations of inspected sample areas provides the necessary information to relocate the measured area for verification. This method produces reliable, reproducible data for current and future use.

As part of this work, PEI will perform a Quality Control review. The QC review compares the latest PCIs of newly rated street segments to prior PCIs from the last PMS update. Any segment found to have deteriorated more than 3 PCI points per year, since the last visual evaluation (12 points for Rotation C, and 3 points for Arterials), or have increased more than 1 PCI point, without a documented M&R treatment, will then reviewed by The Project Manager.

To ensure safety during the visual evaluation, PEI will provide its inspectors with reflective safety vests and will provide traffic control using flashing beacons and vehicle-mounted magnetic signs warning of frequent stops.

At the City's discretion, in addition to the pavement inspections, PEI can perform inspections for locating ADA ramps, potential illegal curb cuts or ramps and locations of sidewalk displacements. An additional fee proposal would be necessary, were the City to choose to have ramps, curbs, and sidewalks inspected. PEI performed a similar inspection for the City of these elements in 2008. Our approach would follow the same guidelines.

For the ADA ramp locations, PEI would review all the City's streets and document the location of existing ADA ramps and determine where ADA ramps should be located. We also can evaluate ramps for compliance to current ADA requirements.

For sidewalk displacements, PEI would review all the City's sidewalks and locate displacements greater than a half inch. Locations would be tied to street addresses. We will generate a report that shows locations and costs of remediation.

For illegal curb cuts or ramps. PEI would review each street and document potential illegal cuts and ramps by street address. Our report will document addresses and condition.

Task 4.3 PMS Update

PEI will undertake the following as part of Task 4.3 following completion of Task 4.2:

PEI will input the data collected during the visual evaluations in the City's StreetSaver® database using MTC's Mobile Rater. This speeds project completion and increases accuracy. This will provide updated PCI's for each of the segments inspected.

PEI will utilize StreetSaver® to develop "family curves" for each road or functional classification. PEI will verify, to the extent possible, and input the last Maintenance and

Rehabilitation (M&R) treatment and Date for each segment. Also, we will update the City's StreetSaver® database with ADT data, provided by the City, for the Arterial and Collector Streets,

As part of the update, PEI will review the City's current street segmentation and how the roads are being used to make sure any analysis is consistent with the use of recommended maintenance and rehabilitation strategies.

Task 4.4 Maintenance and Capital Improvement Plan (CIP)

PEI will undertake the following as part of Task 4.4:

PEI will identify and prioritize annual asphalt concrete preventative maintenance and rehabilitation treatments for the inspected streets according to a critical-point management approach. The critical-point approach incorporates pavements from all parts of the deterioration curve, not just the best nor just the worst. This approach optimizes every budget dollar by seeking to apply the right treatment at the right time. Not too soon and not too late. PEI will work with City staff to develop decision matrices and breakpoints and to develop treatments and costs for maintenance and rehabilitation projects.

PEI will help City staff determine the best maintenance that will maintain the City's overall PCI at a level set by the City. The analysis will demonstrate what the City can expect in terms of overall pavement condition for each street system based on current and proposed future funding levels. PEI will recommend the order in which neighborhood street repairs should be tackled and will assist the City in addressing any potential budgetary shortfalls, as required.

Task 4.5 PMS Report

PEI will undertake the following as Task 4.5:

PEI will prepare one copy of the PMS report in an indexed binder for the City's review. After the review, we will prepare an updated final report containing all relevant information in a PDF format on a computer disk. Both the print and the electronic report will contain the following information:

- Executive summary
- Budget needs scenarios
- Network replacement costs
- Proposed future budget levels
- Budget scenarios including
  - a scenario to maintain roadways at the existing PCI;
  - a scenario to increase the current PCI by 5 points; and
  - a scenario to show the potential PCI for roadways over five to ten years using current funding levels or a specified time range determined by the City
- A section description report for all street segments, sorted by Neighborhood
- Street sections selected for recommended treatments during the specified years with estimated costs
- Maps, exhibits, GIS Shapefile, and Spreadsheet Export

As an option, PEI can provide a presentation for the City Council that summarizes the report and provides guidance on pavement principles and practices.

Task 4.6 Quality Management

PEI will provide the following quality assurances in Task 4.6 as part of the overall scope of work:

A quality pavement management system is only as good to its user as the data that is input. Maintaining and improving the quality of a PMS is crucial to the success of the creation or update to a Pavement Management system. At PEI we strive for accuracy and precision, so our Quality Control Plan compares the latest PCI's of newly rated street segments to prior PCI's from the last PMS update. Street segments with PCI's that have increased in PCI, without any maintenance and rehabilitation, and street segments with PCI's that have dropped more than 3 PCI points per year, since their last rating, will be identified and reviewed in the field by an engineer or senior engineering technician. At PEI, we strive for a +/- 5 PCI points when comparing initial ratings versus QC ratings. We will review a minimum of 10% of the segments as part of the QC review.

Additionally, PEI's PMS quality control plan encompasses several internal checks and balances to ensure data complies with ASTM standards and is both accurate and repeatable. In brief, our QA/QC procedures for PMS work include these elements:

Trained and certified staff:

PEI's field technicians undergo strict performance testing that includes protocols, equipment calibration and knowledge of pavement distresses. In addition, our data technicians are trained in data entry and verification procedures, field paperwork preparation, map marking and other duties related to accurate, comprehensive PMS reports. PEI's inspectors are certified by the Metropolitan Transportation Commission (MTC) and attending annual MTC training classes. We strive for a ± 5 PCI point repeatability.

Equipment verification:

Prior to beginning any pavement assessment, PEI inspects, verifies and, if necessary, calibrates its measuring equipment, including vehicle-mounted devices that measure the length of each street segment and hand-held wheels that measure the width.

Data checks:

PEI's PMS crew typically perform a series of data checks in the field after collecting and processing the data according to strict procedures. The PMS project manager reviews the data for accuracy and completeness before a PMS data technician compiles the final database according the agency's locations and mapping system. He also works with the data technician to recheck segment lengths and looks for any missing segments or data elements. This includes a verification of the Functional Classification of each segment to ensure that it complies with Caltrans Specifications. PEI's data technician then reviews

the entire database for formatting, missing information and errors. All these checks ensure agencies receive thorough and accurate reports.

Control, verification and random site testing:

PEI's Project Manager reviews a minimum of 10% of the road segments previously rated according to MTC procedures to verify the accuracy of data. We then compare these reference values to the initial PCI generated by StreetSaver® software. If there are discrepancies, we will rerate the road. Once this QA/QC is finished, any variations to what the field crew found are updated in the database.

Phase 5 – Engineering and Design (OPTIONAL)

PEI's focus is paving. From evaluation to design to inspection and quality control, it's all we do. Because we have worked with more than a hundred California cities, counties and government agencies, we understand the process and have the experience, flexibility, communication and coordination skills to ensure projects move forward smoothly, on time and within budget.

During any given year, we design and inspect more than a million tons of HMA for dozens public agency paving projects. Last year alone, PEI designed tens of millions of dollars' worth of pavement maintenance and rehabilitation and inspected and performed quality control testing on about 1.5 million tons of HMA. We literally bring millions of tons of HMA experience to the City of Oxnard!

PEI knows that well-designed pavement can be the difference between a long-lasting structure and one with a significantly reduced service life. From surveying to permitting, site plans to pavement rehabilitation documents, we have the experience to assist the City through each step of the engineering and design process.

PEI investigates pavement conditions accurately with the precise data needed to protect an agency's pavement investment. We offer both visual pavement assessments and pavement evaluations, including deflection testing and coring, which provide detailed visual and physical analyses of pavement structures. PEI's inspection staff is Caltrans certified and has performed inspection on numerous Caltrans QC/QA projects as well as other public and private projects.

Using existing site plans or plans generated by performing topographic survey work, we clearly mark locations and define the extent and quality of work expected, including all construction details, materials and procedures. We have spent years creating and enhancing specifications for roadways and parking lots that reflect the best industry practices. The combination of site plans, details and specifications ensures that all contractors are bidding on exactly the same work.

Many pavement-related design projects today also require upgrading facilities related to accessibility. PEI is thoroughly knowledgeable and experienced with the multitude of federal and state requirements that apply to exterior accessibility design, including

disabled parking, accessible paths or travel, curb ramps, railings, signage, etc. PEI also designs landscaped environments, including urban streetscapes, roadway medians and landscaping projects.

Our Engineering and Design project approach typically follows this framework:

Project administration

This work includes a kick-off meeting with City staff to confirm the project's scope of work, schedule, budget and availability of project documents; review project goals; discuss format of deliverables; and clarify the responsibilities of each party.

Progress meetings will be arranged to review the work at critical stages such as the review of our QC check, 50% design review, 95% & 100% design reviews and final submittal. Constant communication between the project manager and City staff, reviewing and approving the project street lists and design recommendations is part of our approach and will help ensure a successful project

Task 5.1 - Street investigation / engineering review

PEI Engineers will visually evaluate the pavement condition of each of the proposed project streets. This review will confirm the appropriate action (i.e. overlay or surface treatment) for each street. After our review, we will confer with City staff and review our findings.

Task 5.2 - Measurement of field quantities

PEI will physically walk each of the project streets identified in the provided project list to measure and record all pertinent field quantities. Physically measuring the quantities provides confidence that the bid quantities are correct. Taking the time to physically measure each bid item in the field ensures smoother contract administration and reduces the potential for change orders.

All field quantities of physical elements to be incorporated in the rehabilitation work of each street will be measured and recorded. This information includes the location of existing striping, pavement markers and paint markings; location of underground utilities; limits of paving transitions, digouts, and other pavement repairs; and total area of pavement to be resurfaced.

If the need for any concrete repairs, handicap ramps or tree root damage is identified during our field reviews, this work will be noted and brought to the City's attention to determine if the repairs should be added to the contract.

Task 5.3 - Pavement evaluations including deflection testing for pavement design of overlay streets

PEI will perform deflection testing, coring and analysis on all of the overlay candidate streets identified in Task 1. This type of analysis on each of the overlay streets will eliminate the guess work and ensure that an optimum rehabilitation approach is identified. In addition, PEI has found the adequate cores and deflection data on all overlay streets is invaluable during both the design and construction phases of the project. Our experience suggests that gathering this additional data helps produce designs that can last longer than average approaches resulting in additional savings to the City.

The deflection analysis is performed in general accordance with California Test Method 356 (CTM 356). Deflection tests will be performed at 100 foot maximum intervals in each lane (minimum of 10 tests per lane). Coring will be performed at 500 foot maximum intervals over the street segment (minimum two cores per street segment). Traffic control will be provided using a follow vehicle with a mounted arrowboard on arterial and collector streets. Flagging will be provided as needed.

PEI will work with the City of Oxnard to obtain traffic index information and if necessary, will perform six hour truck counts to accurately determine the traffic index.

To assist us with this analysis, we also will determine the total structural section (AC and AB) and the native soil's R-value of the residential streets. We have found that streets such as these are excellent candidates for pulverization and resurfacing. The R-value identification of the existing pavement's total structural section is essential for this determination.

Rehabilitation options to be investigated will include pulverization and resurfacing, milling and filling, conventional asphalt concrete overlay and ARHM overlays. The deflection testing and coring data will be included in the project development binders for each street as has been done in past projects. No formal deflection testing report will be prepared. Going straight from the raw analysis and data to design saves considerable design funds. The pavement evaluation information will be compiled into binders and submitted to the City during reviews and at the completion of the project.

Task 5.4 - Coordinate with utility companies

PEI will coordinate with local utility companies and incorporate all utility facilities affecting the projects into the contract documents. PEI will obtain a current listing of utility companies and contact information from the City for this task.

Task 5.5 - Preparation of contract documents and estimates

All field quantities will be compiled into individual engineer's estimates by street segment. A summary spreadsheet of the entire project will be provided. Technical specifications will be drafted and details for typical sections, transitions, keycuts, digouts, and additional pavement work will be prepared. Any portions of the maintenance work which require further clarification will be submitted in the form of drafted plan views, details, elevations, or cross sections, as is necessary. Where it facilitates the design, PEI will use aerial

photographs to develop base sheets. The City will provide the aerial photographs from their files. This information will be submitted to the City at the 50% design stage and at the 95% design stage for review. It is anticipated that at the 50% submittal stage, the City will be able to confirm the rehabilitative approach and see a preliminary budget.

After review of the 95% submittal, we will meet with the City staff to resolve any outstanding issues and will adjust the final contract documents accordingly.

Included in our scope of work will be the preparation of traffic control plans and striping plans, should that work be required. In addition, PEI will arrange for the potholing of any existing utilities.

Task 5.6 - Bidding process support services

After the final submittal, we will be available to answer any specific questions from the City concerning the design. Should the need arise, we will prepare an addendum as required. In addition, we will also be available for help with questions from the contract administration personnel or from contractors during the bidding process.

Task 5.7 - Construction support services

During construction, PEI will be available to the City construction staff to review design questions, submittals, and construction problems. PEI will provide these services on an as-needed basis.

A project specific Scope of Work and Fee Proposal will be provided, were the City to execute the optional phases of this proposal.

Phase 6 – Construction Administration and Management (OPTIONAL)

Since our beginning, in 1987, PEI has focused on pavements. During any given year, our engineers and staff evaluate, test, design and inspect millions of square feet of pavement throughout California. This gives us an insight and understanding that exceeds that of general and geotechnical engineering design firms.

We understand pavement. This knowledge, honed through nearly three decades of experience, means we know asphalt production and how pavements are constructed. We understand the limitations, variables and constraints of pavements and translate this knowledge into plans, details and technical specifications that allow the contractor to correctly construct pavements that will meet or exceed expectations.

Our focused, intimate knowledge of pavement also allows us to develop bid schedules that include the types of work contractors are used to seeing on pavement projects. Clearly defined scopes of work with no gray areas help keep bids competitive.

PEI is uniquely qualified to perform construction administration and management services for the City. We can help by

- attending pre-bid meetings.
- receiving and reviewing bids.
- recommending contract awards.
- securing insurance documents.

- reviewing schedules and technical submittals.
- evaluating change orders and claims.
- auditing payment requests and lien releases.
- processing final payments.
- developing and managing punchlists.
- providing geotechnical and testing services, surveying, permitting and environmental services as needed.
- coordinating community outreach and public information liaison activities.

Although we take on the daily administrative chores and specialized tasks, clients still retain financial control and approval during each stage of construction. When performed in combination with inspection and field services, contract administration provides greater assurance that all contract work will meet pavement rehabilitation documents while coming in on time and on budget. Our reputation among contractors reflects our experience, knowledge and integrity.

PEI is uniquely qualified to perform this work. We know it and our clients benefit from it.

Project Closeout

PEI never leaves loose ends. As previously stated, we will work with City staff through every step of a project and will deliver all the items outlined by the City in the initial kick-off and planning meeting, including but not limited to project files, final report(s) and drawings. As with all our work, we warrant what we do and will work with clients to achieve a satisfactory closeout.

Pavement Engineering Inc.

Award Professional Services Agreement A-8202 with Pavement Engineering Inc., for City's Pavement Management System Update

Public Works & Transportation Committee
January 14, 2020

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Public Works and Transportation Committee recommend the City Council approve and authorize the Mayor to execute Professional Services Agreement A-8202 with Pavement Engineering Inc. (PEI) for a three year term, in an amount not to exceed $353,275, for the Pavement Management Systems (PMS) Update.

PAVEMENT MANAGEMENT SYSTEM UPDATE

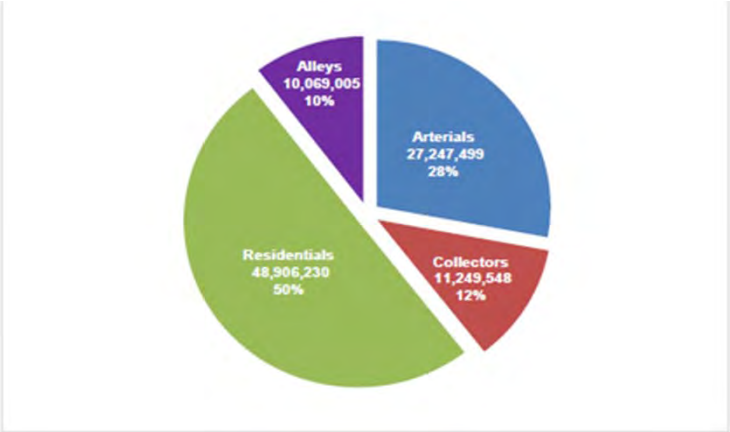
The City of Oxnard currently maintains approximately 1032 lane miles of streets and alleys representing 97,472,282 square feet of pavement with a replacement value of approximately $845,123,000 as calculated by PMS.

PAVEMENT MANAGEMENT SYSTEM UPDATE

	Total Sections	Total Center Miles	Total Lane Miles	Total Area (sq. ft.)
Arterial	236	53.64	207.14	19,102,640.02
Other	532	70.00	136.20	10,069,005
Major Collector (5)	101	28.15	67.20	6,811,043.02
Collector	95	20.81	42.31	4,438,505
Residential/Local	1,519	243.29	487.10	48,906,230
Minor Arterial (4)	138	27.39	92.15	8,144,859
Total	2,621	443.28	1,032.10	97,472,282.04

PAVEMENT MANAGEMENT SYSTEM UPDATE

The pie chart below shows the percentage of each PCI value for each type of street or alley



PAVEMENT MANAGEMENT SYSTEM UPDATE

This project will include:

- Visual pavement inspection of all streets and alleyways and assignment of a Pavement Condition Index (PCI) for each street and alleyway for entry into the City's StreetSaver software database program.
- PCI is a numerical index between 0 (no pavement remaining, "dirt") and 100 (best, or newly built roadway) used to indicate the general condition of a street.
- Street inspections will be performed on a three-year rotation with a third of residential streets inspected each year and 100% of arterials receiving annual inspections.

PAVEMENT MANAGEMENT SYSTEM UPDATE

- The StreetSaver program predicts future PCI by calculating the long term deterioration of each street. Utilizing the pavement inspection data, a 30-year maintenance and capital improvement plan will be updated for the City's streets and alleyways.
- The consultant will make a presentation to the City Council on the Streets Master Plan and discuss pavement principles and practices for Oxnard.

PAVEMENT MANAGEMENT SYSTEM UPDATE

- A request for proposals (RFP) was issued on August 1, 2019, for professional consulting and engineering services for the PMS Update with three consulting firms submitting proposals by the RFP closing date of August 28,2019.
- The three proposals were reviewed and evaluated by staff.
- Pavement Engineering Inc. (PEI) was determined to be the most qualified firm to perform the scope of work.

PAVEMENT MANAGEMENT SYSTEM UPDATE

- For Fiscal Year 2019-20, the amount of $50,000 will be funded from Project 19IN01 (Annual Pavement System Update), Account 181-3224-803.82-09 (Gas Tax/ Professional Services).
- For subsequent fiscal year budgets for the remaining $303,275, additional funds for the project will be requested.